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THE following forms of articles of clerkship have met with the approval of the committee of this society :—

FORM TO BE USED IN CASE THE CLERK IS OF FULL AGE.

An agreement made the            day of            18            between  
of            in the county of Lancaster, a solicitor of the Supreme  
Court (hereinafter called "the solicitor") of the one part, and  
of            in the county of            student (hereinafter called "the clerk")  
of the other part, witnesseth as follows :

1. The clerk hereby places and binds himself clerk to the solicitor to  
serve him from the date hereof for the term of            years.

The clerk hereby covenants with the solicitor as follows :

2. That he (the clerk) will faithfully and diligently serve the solicitor in  
his profession as such during the said term of            years.

3. That he will readily and cheerfully obey and execute the reasonable  
commands of the solicitor, his partners or firm, and in particular that the  
clerk will attend such law lectures and courses of law lectures of the  
University College, Liverpool, or in connection with the Liverpool Board  
of Legal Studies or the Liverpool Law Students' Association and such  
classes in connection with any of such lectures as the solicitor may from  
time to time prescribe, and will at all times conduct himself with due  
diligence and propriety, and will present himself and use his best  
endeavours to pass the examinations prescribed by law when he shall be  
eligible to present himself thereat.

4. That he will not divulge the secrets, nor cancel, obliterate, spoil,  
destroy, or make away with any of the books, papers, writings, money,  
stamps, chattels, or other property of the solicitor or his firm or any  
partner therein, or of his or their clients, nor absent himself from the  
solicitor's service during the term without leave first obtained.

5. In consideration of the premises and of the sum of £            now  
paid by the clerk to the solicitor (the receipt whereof the solicitor  
acknowledges) the solicitor hereby covenants with the clerk that he will,  
to the utmost of his skill and knowledge, teach and instruct, or cause to  
be taught and instructed, the clerk in the practice and profession of a  
solicitor of the Supreme Court. And will also, at the expiration of the  
said term, use his best means and endeavours, at the request and cost of  
the clerk, to cause the clerk to be admitted and sworn a solicitor of the  
Supreme Court, provided the said clerk shall have well and faithfully  
fulfilled the covenants and obligations on his part hereinbefore contained,  
and shall have successfully passed all such examinations as articulated  
clerks are bound to submit to before being so admitted.

In witness whereof the parties to these presents have hereunto set their  
hands and seals the day and year first before written.

N.B.—The articles should be stamped before execution.

FORM TO BE USED IN CASE THE CLERK IS UNDER AGE.

An agreement made the            day of            18            between  
of            in the county of Lancaster, a solicitor of the Supreme  
Court (hereinafter called "the solicitor") of the first part, and  
of            in the county of            (hereinafter called "the Father") of  
the second part, and            of            in the county of            student  
(hereinafter called "the clerk") of the third part, witnesseth as follows :

1. The clerk hereby with the consent and approval of the father places  
and binds himself clerk to the solicitor to serve him from the date hereof  
for the term of            years.

The father and the clerk hereby severally covenant with the solicitor as  
follows :

2. That he (the clerk) will faithfully and diligently serve the solicitor  
in his profession as such during the said term of            years.

3. That he will readily and cheerfully obey and execute the reasonable  
commands of the solicitor, his partners or firm, and, in particular, that the  
clerk will attend such law lectures and courses of law lectures of the  
University College, Liverpool, or in connection with the Liverpool Board  
of Legal Studies, or the Liverpool Law Students' Association, and such  
classes in connection with any of such lectures as the solicitor may from  
time to time prescribe, and will at all times conduct himself with due  
diligence and propriety, and will present himself and use his best  
endeavours to pass the examinations prescribed by law when he shall be  
eligible to present himself thereat.

4. That he will not divulge the secrets, nor cancel, obliterate, spoil,  
destroy, or make away with any of the books, papers, writings, money,  
stamps, chattels, or other property of the solicitor or his firm or any  
partner therein, or of his or their clients, nor absent himself from the  
solicitor's service during the term without leave first obtained.

5. In consideration of the premises and of the sum of £            now  
paid by the clerk to the solicitor (the receipt whereof the solicitor  
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IN WITNESS WHEREOF the parties to these presents have hereunto set their  
hands and seals the day and year first before written.

N.B.—The articles should be stamped before execution.





Phy. Kettle.

19<sup>th</sup> Dec. 1889

## PRACTICAL FORMS.

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A HANDBOOK  
OF  
PRACTICAL FORMS,

CONTAINING  
A VARIETY OF USEFUL AND SELECT PRECEDENTS  
REQUIRED IN SOLICITORS' OFFICES,  
RELATING TO CONVEYANCING AND GENERAL MATTERS,  
*WITH NUMEROUS VARIATIONS AND SUGGESTIONS.*

BY  
H. MOORE, Esq.,  
AUTHOR OF "INSTRUCTIONS FOR PREPARING ABSTRACTS OF TITLE," "PRACTICAL  
FORMS OF AGREEMENTS," "THE COUNTRY ATTORNEY'S  
POCKET REMEMBRANCER," ETC.

EDITED BY  
T. LAMBERT MEARS, M.A., LL.D. (LOND.),  
OF THE INNER TEMPLE, BARRISTER-AT-LAW.

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## EDITOR'S PREFACE.

THE present work is intended to serve as a companion volume to "Moore's Practical Forms of Agreements," and therefore contains numerous examples of those kinds of documents (such as acknowledgments, affidavits, cases for the opinion of counsel, conditions of sale, consents, declarations, demands, notices, proposals to treat, protests, receipts, valuations, &c.) which often precede the formation of the agreement, or bring it to a close, or call attention to its breach.

In addition to these, and in view of the varied requirements of a country solicitor's office, a number of forms have been introduced drawn from the schedules of recent statutes, Treasury regulations, Rules of Court and other sources, principally relating to bankruptcy, bills of sale, borough and county elections and registration (municipal and parliamentary), building, friendly, and other kindred societies, guarantees, landlord and tenant, probate and letters of administration, and other matters of daily practice.

In the important subject of legacy and succession duty, the blank forms supplied by the Inland Revenue Department have been inserted, filled up in such a way as to include a number of variations, so as, it is hoped, to assist the practitioner to comply with the troublesome conditions resulting from the intricacies of the death duties.

The ever recurring question of stamps has been met by a note on the subject appended to such of the forms as require them, and a special title (Stamps) has been devoted to those forms of memorials, corrective affidavits, and declarations, which are necessary to obtain the return of stamp duty, whether paid in the shape of spoiled stamps or in connection with probates and letters of administration.

References to the statutes and rules in force relating to the various forms, and to cases illustrative of them, will be found in the notes, and opportunity has been taken where it seemed particularly advisable (as for example under the heads of Distress and Retainer) to add a few words on the law, with the view of guarding the young practitioner from those pitfalls into which the unwary might stumble.

The subject of pleadings (except as incidentally involved in forms of affidavits in interpleader, or under Order XIV., &c.) and of wills (except in the form of affidavits for probate and letters of administration, &c.) have been purposely omitted, as being beyond the scope of the present work; but under the head of Statement of cause of action (for insertion in an affidavit of debt) will be found a number of forms which will serve as precedents for County Court claims.

It may be objected that in some cases the paragraphs are too numerous, and the phrases embodying the legal claim or right too copious in language, but the forms have been so drawn in order that the practitioner may select the particular paragraphs and words which best suit the circumstances of the case he has in hand.

When looking for the form he requires, the reader is requested to turn to the *Index* and not to rely upon the Table of Contents, because the headings are necessarily arbitrary, and therefore misleading; as, for example, the whole of the forms relating to bankruptcy are alphabetically arranged under that heading in the Index, but under the title "Bankruptcy" in the Table of Contents only those few forms will be found relating to that subject which have escaped absorption under the heads of declarations, minutes, notices, petitions, receipts, &c. So again the whole of the affidavits throughout the book are grouped together under that heading in the Index, but under the title "Affidavits" only the essential features of an affidavit of debt in respect of the deponents, the subject-matter, and the form of jurat are given, the complete form of affidavit relating to each subject being scattered under the respective titles.

For the occasional references in the notes to the existing County Court Rules 1875 to 1884, the reader is requested to substitute

“The County Court Rules 1886,” which consolidate the former and come into force on the 28th day of April next; and in respect of proceedings on the Crown side of the Queen’s Bench Division the attention of the practitioner is further directed (particularly under the heading “Bail”) to the forms in the appendix to the “Crown Office Rules 1886 ” which come into force on the same day.

T. LAMBERT MEARS.

9, KING’S BENCH WALK, TEMPLE,  
*March 25, 1886.*





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# PRACTICAL FORMS.

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## ACKNOWLEDGMENTS.

### No. I.

#### *Of a Deed by a Married Woman (a).*

THIS DEED was this day produced before me, and acknowledged by (*christian name*), the wife of (*name in full of husband*), therein

(a) By the Rules issued in January, 1883, under the Conveyancing Act, 1882 (45 & 46 Vict. c. 39), the practice in respect of these acknowledgments has been altered, the certificate and affidavit rendered unnecessary, and all the forms, but one, abolished. Only *one* Commissioner is required, but he must not be "interested or concerned" in the transaction giving rise to the acknowledgment (rule 1), though the deed will not be impeachable on that ground only (s. 7, sub-s. 3 of the Act). The solicitor "concerned in the transaction" must not be present when the acknowledgment is taken (r. 2). The memorandum of acknowledgment is slightly altered from that in use under s. 84 of the Fines and Recoveries Act, but it may still be placed in the margin, at the foot, or at the back of the deed (r. 3). By these alterations, not only will the difficulty of getting, in small country towns, two Commissioners together, be avoided, but a considerable saving of expense will be effected, though difficulty may arise, if the deed containing the memorandum indorsed and signed by the Commissioner be lost, and the Commissioner dead.

The following are the questions to be put by the Commissioner to the party making the acknowledgment, being first satisfied that she is of *full age*, and of competent understanding:—

1. Do you acknowledge this deed (*producing it*) to be your act and deed?
2. Do you know that it is intended to pass all your estate and interest in the property therein comprised?
3. Do you freely and voluntarily give up such your estate and interest therein, without having any provision made for you in lieu of, or in return for, or in consequence of your so giving up your interest in such estate?

If a provision has been made, the following question must then be put:—

4. What is the provision which has been made for you in lieu of, or in return for, or in consequence of your so giving up such your interest in the said estate?

And then the Commissioner must not take the acknowledgment "until he is satisfied that such provision has been *actually made* by some deed or writing *produced* to him; or, if such provision shall not have been actually made before, then he shall *require* the terms of the intended provision to be shortly reduced into writing, and shall verify the same by his signature in the margin, or at the foot, or at the back thereof" (r. 2).

The party making the acknowledgment may reside in any other county than that in which the property respecting which it is made is situate, and for which the

named to be her act and deed (*b*) previous to which acknowledgment (*c*) the said (*christian name of wife*) was (*d*) examined by me separately and apart from her husband (*e*) touching her knowledge of the contents of the said deed, and her (*f*) consent thereto and (*g*) declared the same to be freely and voluntarily executed by her, and (*h*) I declare that I am not interested or concerned either as a party or as a solicitor or clerk to the solicitor, for one of the parties or otherwise in the transaction giving occasion for the said acknowledgment.

DATED this — day of —, 18— (*i*)

(*Signature.*)

A Perpetual Commissioner for  
taking acknowledgments of  
deeds by married women (*k*).

## No. II.

### *Of a Deed to be Enrolled (l).*

TAKEN and acknowledged at —, in the county of —, by —, Gentleman, party hereto, this — day of —, 18—, before me

(*Signature.*)

A Commissioner to administer  
oaths in the Supreme Court  
of Judicature (*m*).

Commissioner is appointed; but every acknowledgment must be taken by him within the latter county (3 & 4 Will. 4, c. 74, ss. 81, 82).

The acknowledgment of the same deed by several married women may be included in one memorandum of acknowledgment.

Special commissions are (by r. 7) to be returned to, and filed in the office of "the Registrar of Certificate of Acknowledgments of Deeds by Married Women;" and an index, "giving the names and addresses" of the parties making them, is to be there filed and searches made as in the other indexes and registers kept in the central office."

For the fees payable, see s. 7 of the Conveyancing Act, 1882, and r. 8, of the above rules and the schedule thereto.

(*b*) Or,—(*if more than one*)—**their several acts and deeds.**

(*c*) Or,—**acknowledgments.**

(*d*) Or,—(*if more than one*)—**the said — and — were, and each of them was.**

(*e*) Or,—**their respective husbands.**

(*f*) Or,—**their.**

(*g*) Or,—**each of them.**

(*h*) The next paragraph is to be omitted if the acknowledgment is taken by a judge (r. 4).

(*i*) The date is not given in the forms prescribed by the rules, but it is usual and proper to add it, as the words "this day" are used at the commencement.

(*k*) Or,—**the special commissioner appointed to take the aforesaid acknowledgment, or,—a judge of the High Court of Justice in England, or,—a judge of the county court of —**, but the acknowledgment will not be affected though not signed in accordance with any of the above forms (r. 5).

(*l*) To be written in the margin of the deed.

(*m*) Or, whatever the style of the officer or Commissioner taking the acknowledgment may be. As to the enrolment of deeds in the Enrolment Department of the Central Office of the Supreme Court, see Rules of Supreme Court, 1883, Order 61, r. 9.

## No. III.

*Of a Recognizance (n).*

TAKEN and acknowledged by the above-named }  
 ———, (o) at ———, in the county (p) of ———, this } (Signature.)  
 ——— day of ———, 18—.

Before me,

(Signature.)

A Commissioner, &c. (as in  
 form no. ii.)

## No. IV.

*Of Registry of Friendly Society (q).*

THE ——— Society is registered as a ———— (r) under the  
 Friendly Societies Act, 1875, this ——— day of ———, 18—.  
 (Seal or stamp of central  
 office (s).)

## No. V.

*Of Registry of a Provident Society (t).*

THE ——— Society, Limited, is registered under the Industrial and  
 Provident Societies Act, 1876, this ——— day of ———, 18—.  
 (Seal or stamp of central  
 office (s).)

(n) This is the usual form of attestation appended to recognizances as, *e.g.* in the case of sales by auctioneers under the direction of the Chancery Division of the High Court, or by the guardian of an estate, &c. The Commissioner will say: "This is your name and handwriting, and you have informed yourself of the contents of this your recognizance, and are content."

(o) *Or*,—in case of a principal and one or more sureties, inserting all the names.

(p) *Or*,—city, or as the case may be.

(q) See form in Schedule IV. of Friendly Societies Act, 1875 (38 & 39 Vict. c. 60). For the form of application to register the society, see Form A of the Treasury Regulations of 8 December, 1875, issued under the Act.

(r) Friendly society, *or*,—cattle insurance society, *or*,—benevolent society, *or*—working men's club, *or*,—specially authorized society.

(s) *Or*,—signature of assistant registrar for Scotland or Ireland.

(t) See Schedule IV. of Industrial and Provident Societies Act, 1876 (39 & 40 Vict. c. 45). For the mode of applying for registration, see s. 7 (2) of the above Act. If the registrar refuse to register the society, an appeal lies under s. 8 (c) of the above Act to the Queen's Bench Division of the High Court.

## No. VI.

*Of Registry of Amendment of Rules of a Friendly Society (u).*

THE foregoing amendment of the rules of the — Society is registered under the Friendly Societies Act, 1875, this — day of —, 18—.

(Seal or stamp of central office.)

## No. VII.

*Of the Receipt of Mortgage Money,  
And undertaking to execute a Reconveyance (x).*

I (y), the within named (*mortgagee*) of, &c., Grocer, hereby acknowledge that I have [this day (z)] received of the within named (*mortgagor*), ALL principal, interest, and other moneys due to me (a) [as mortgagee], upon or by virtue of the within mortgage; AND I undertake (b) to execute, at the expense of the said (*mortgagor*), any reconveyance [or transfer] of the property within described to him, or his representatives, or as he or they shall direct [or appoint].

DATED this — day of —, 18—.

WITNESS

(Signature.)

A. H., Solicitor,  
(Address).

## No. VIII.

*Another Form (Short).*

I (e), the within named (*mortgagee*) hereby acknowledge to have this day received of the within named (*mortgagor*) the sum of — pounds in [part] satisfaction of the within mentioned sum of —

(u) See form in Schedule IV. of Friendly Societies Act, 1875 (38 & 39 Vict. c. 60). For the forms of application to register a partial or complete amendment of the rules, see Forms B and D of the Treasury Regulations of 8 December, 1875, issued under the Act, and for the form of declaration in support, see *post*, title Declarations.

(x) To be endorsed on the mortgage security. A mere receipt, though having all the effect of a reconveyance, probably requires no ad valorem stamp, but the duty on a reconveyance is 6*d.* per £100, or fractional part. An acknowledgment and undertaking not under seal requires a 6*d.* stamp.

(y) If paid to the solicitor for the mortgagee, here insert—the undersigned, A. B., of, &c., as solicitor [and agent] for and on behalf of the (*mortgagee*), &c., as (*above*).

(z) The words within brackets—not italics—may be retained or rejected throughout, at the pleasure of the draughtsman.

(a) Or,—the said (*mortgagee*).

(b) In the above case (*ante*, n. (y)), here insert—for, and on behalf of the said (*mortgagee*) that he shall execute, &c. (*as above*).

(c) If received by the mortgagee's solicitor, see the last form, n. (y).

pounds, so far as respects the property within described as being situate at, &c., and in the occupation of A. B.; AND I agree to execute a reconveyance, &c. (*as in the last form*).

WITNESS

(*Signature.*)

—  
No. IX.

*Of the Receipt of part of Mortgage Money with an undertaking to Release a part of the Mortgaged Property.*

I, the undersigned (*mortgagee*) of, &c., Grocer, hereby acknowledge that I have this day received of Mr. (*the mortgagor*), of, &c., Builder, the sum of — pounds, as and in part satisfaction of a sum of — pounds secured by him to me (*d*), by a mortgage bearing date, &c., of ALL those — freehold (*e*) dwelling-houses, with the offices, out-buildings and gardens thereunto respectively belonging, situate at, &c., and now in the respective occupations of A. B. and C. D.; AND that I accept the same in full satisfaction of all my right, title, and interest in the said dwelling-house and premises in the occupation of the said C. D., and of my claim against the said (*mortgagor*) in respect thereof; but entirely without prejudice to my said security upon the other said dwelling-house and premises [in the occupation of A. B.], and to my rights and remedies as such mortgagee as aforesaid for the recovery thereof with interest thereon, according to the said mortgage; [and also with interest on the whole of the said mortgage money up to the — day of — next, he, the said (*mortgagee*) not having given me due notice of his intention to pay the amount now received by me, and I having, therefore, declined to accept the said sum of — pounds on any other terms]; AND I further undertake to execute at the expense of the party requiring the same, a proper release or reconveyance (*f*) of the said dwelling-house and premises in the occupation of the said C. D. unto the said mortgagor, his heirs or assigns, at any time during the continuance of my said mortgage (*g*).

[AND I, the said (*mortgagor*) hereby consent to the stipulations and conditions hereinbefore expressed.]

DATED this — day of —, 18—.

(*Signature.*)

—  
No. X.

*Of Receipt of Bills of Exchange in satisfaction of a Debt (h).*

WE, the undersigned, creditors [and firms of creditors] of (*the debtor*) of, &c., Grocer, hereby acknowledge to have this day received

(*d*) See notes (*y*) and (*a*), *ante*, p. 4.

(*e*) *Or*,—copyhold, *or*, leasehold.

(*f*) If the property be copyhold, instead of reconveyance, substitute **surrender**; if leasehold—**reassignment**.

(*g*) *Or*,—**whenever called upon by him or them, in writing, so to do.**

(*h*) Compositions with creditors may be made without reference to the Bankruptcy Act, but only parties are bound. A deed of this nature requires an ad valorem stamp

from him — Bills of Exchange, dated this day, drawn upon, and accepted by him and endorsed by (*the sureties*); one for — pounds, payable to our order (*i*) — months after its date; Another for — pounds, at — months after its date; and another for — pounds, at — months after its date; all of which are endorsed by A. B. and C. D., as his sureties, and the proceeds thereof are for equal distribution between us (*k*) rateably [and proportionally] according to the amount of our respective claims on the said (*debtor*) (*l*): WHICH Bills of Exchange, when duly paid and the proceeds so distributed, shall be received by us (*m*) in full satisfaction of our respective claims upon or against the said (*debtor*) or the said (*the sureties*), as his sureties, and each of them, for, or in respect, or on account of any claim or demand [matter or thing] which we (*n*), either separately or jointly, with any other person or persons, now have upon or against the said (*debtor*); AND, in consideration of his giving of the said bills, we undertake at his request and expense to execute and deliver (*o*) an effectual release, or other discharge, to him (*p*), for our said claims respectively on the due payment thereof; But, in case of non-payment of either of them at their maturity, it is expressly stipulated that this acknowledgment and undertaking shall be treated as a nullity, and shall not prejudice or affect our original claims and rights respectively [either as partners or otherwise] or our remedies, either against the said (*debtor*) for the full amount of our said respective debts or claims, or against the parties to the said Bills of Exchange, or either of them.

DATED this — day of —, 18—.

(*Signatures of creditors  
or firms.*) (*q*)

on the amount of composition, but a mere acknowledgment and undertaking not under seal a 6d. stamp. For a composition agreement of this nature, see the author's Practical Forms of Agreements.

(*i*) Or,—to the order of A. B.

(*k*) If the bills are given for the benefit of *all* the creditors, here add—**and all other the creditors of the said (*debtor*)**, inserting—**our and their respective claims, &c.**

(*l*) It is better to have a schedule of the debts underwritten, as it prevents all questions as to the amounts. In such cases, here add—**as specified in the schedule hereunder written.**

(*m*) If for other creditors likewise, omit—by us.

(*n*) If for all the creditors—**or they.**

(*o*) If other creditors are to be paid, here add—**and on payment of the distributive shares to the other creditors, to procure their respective undertakings to execute and deliver, &c. (as above).**

(*p*) Or,—sign and deliver to the said (*debtor*) at — aforesaid, and at his expense, such full acquittances and discharges for the said debts, or claims respectively, as he may reasonably require.

(*q*) If not scheduled (*ante*, n. (*l*)) and the correct amount of each debt can be stated, it would be well to have it inserted after each name.



## No. XI.

*Of Another's Title to Property (r).*

I, the undersigned (*claimant*), of, &c., Grocer, [Do] hereby acknowledge that the Dwelling-house, Outbuildings, and Garden now in my occupation, situate at, &c., belong to C. D., of, &c., Draper, [as beneficial owner] and not to me, [I having occupied the same for — years and upwards by his permission (*s*) and not as of right.]

DATED this — day of —, 18—.

—————  
(*Signature*).

## No. XII.

*Of Easements belonging to Others.*

I, the undersigned (*claimant*), of, &c., Grocer, Do hereby acknowledge that the path or foot-way (*t*) leading from the Dwelling-house and premises now occupied by me (*u*), situate at, &c., over the adjoining close, called “— Close,” and now used by me, my family, and servants (*x*), belongs to C. D. of, &c., Draper, exclusively, and not to me; AND that I have used, and am still so using the same—not as a matter of right, but by his permission only (*y*).

DATED this — day of —, 18—.

—————  
(*Signature*.)

## No. XIII.

*Of a Right to Lights.*

I, the undersigned (*claimant*), of, &c., Grocer, Do hereby acknowledge that the windows lately opened by me on the — side of the house which I now occupy (*z*), situate at &c., and which [windows] overlook the property of Mr. C. D., the owner of the next adjoining property, on that side, were so opened with his permission (*a*), subject to my paying him one shilling per annum as long as such permission continues (*b*).

DATED this — day of —, 18—.

—————  
(*Signature*.)

(*r*) As an acknowledgment and agreement to enjoy on sufferance, this and the three following forms would require a *6d.* stamp.

(*s*) *Or*,—sanction—or, tacit consent.

(*t*) *Or*, if it be a halter-path for horses as well as passengers, substitute—**bridle and footpath** (*or other subject of the right*).

(*u*) *Or*,—C. D.

(*x*) If so,—jointly with C. D., his family, friends, and servants.

(*y*) If no express permission has been given, substitute—**sanction—or, tacit consent.**

(*z*) *Or*—the dwelling-house lately built by me—or, now occupied by W. R.

(*a*) *Or*,—consent—or, sanction.

(*b*) Here can be added—which is to be determinable at any time [by his giving me] — calendar months' notice to close and block the same, so as to prevent such over-looking.

## No. XIV.

*Of a Right to Walls.*

WE, the undersigned (*owner*), of, &c., Grocer, and (*owner*) of, &c., Draper, Do hereby mutually acknowledge that the wall dividing our respective dwelling-houses, situate at, &c., and now in our respective occupations (*e*) is a party-wall; AND that the [several] timber [and other] bearings thereon, on our respective sides of such wall, belong to us, as of right.

DATED this — day of —, 18—.

(*Signature.*)

## ADMINISTRATION.

## No. XV.

*Oath for Administrator (d).*

In the High Court of Justice.

Probate, Divorce, and Admiralty Division  
(Probate).

The Principal (*e*) Registry.

In the Goods of (*the intestate*) (*f*) deceased.

I (*the deponent*), of, &c., Grocer (*g*), make oath and say (*h*) that (*the deceased*), late of, &c. (*i*), Draper, deceased, died intestate — (*k*), and that I am the lawful widow and relict (*l*) of the

(*e*) Or,—in the respective occupations of G. R. and W. S.

(*d*) This is No. 5 of the Principal Registry, and No. 6 of the District Registry non-contentious business forms.

(*e*) Or,—the district registry at D. (*the place of registry*).

(*f*) Here insert correctly the Christian and surnames only.

(*g*) The name, residence, title, profession, or occupation, should be *very accurately* stated.

(*h*) Or (in the case of an affirmation),—solemnly, sincerely, and truly affirm and declare.

(*i*) Or,—formerly of, &c., but late of, &c. This need be used only when the deceased had recently changed his residence.

(*k*) Here state the manner in which all persons having a prior right are cleared off, so as to show the proper party entitled to the grant, as: a bachelor, or, a spinster—*or*, a widower—*or*, widow (*if so*)—without parent—*or*, child—*or*, leaving no parent, but leaving brothers and sisters (*according to the fact*).

(*l*) Or,—the natural and lawful [and only] son—*or* daughter—*or*, one of the natural and lawful children—*or*, the natural and lawful brother—*or*, sister (*if so*) by the half-blood—*or*, father—*or*, mother. If there be no parents living, the brothers or sisters are further to be described as one of the next of kin—*or*, the only next of kin.

Or, That I am the lawful nephew—*or*, niece. In this and in remoter degrees of relationship to the deceased, the following words must be added here—and one of

said deceased; THAT I will faithfully administer the personal estate and effects of the said deceased by paying his (*m*) just debts, and distributing the residue of his said estate and effects according to law; THAT I will exhibit a true and perfect inventory of all and singular, the said estate and effects, and render a just and true account thereof whenever required by law so to do; THAT the said deceased died at D. aforesaid, on the — day of —, 18— (*n*); and that the whole of the personal estate and effects of the said deceased does not amount in value to the

the—*or*, only—next of kin of the deceased. If a brother or sister should be living, and the nephew or niece, being the child of the intestate's brother or sister who died in his lifetime, takes the letters of administration, he or she is to be described as—**one of the parties entitled in distribution.**

Sometimes cases occur which require *special* descriptions, which must be stated according to the circumstances. The following forms, are inserted merely as guides. It is proper, in all such cases, to have the form settled at the registry or by some competent person *before* the administrator is sworn.

That the said (*deceased*) died intestate, a bachelor, leaving A. B. his natural and lawful father and next of kin him surviving, who has since died without having taken upon him letters of administration of the personal estate and effects of the said deceased; That I am the sole executor—*or*, one of the executors—of the will of the said (*father*) deceased, by the authority of this honourable Court, probate of the said will having been granted to me at the District Registry thereof at S., on the — day of —, 18—.

*Or*,—That the said (*deceased*) died intestate, a bachelor, without parent, brother, or sister, uncle or aunt, nephew or niece, leaving A. B., and C. D., his lawful cousins german and only next of kin him surviving: that the said A. B. and C. D. have both since died without taking upon them letters of administration of the personal estate and effects of the said deceased, and that I am one of the executors of the will of the said A. B., probate of the said will having been granted to me by the Probate, Divorce, and Admiralty Division of, &c., on, &c. *Or*, That the said deceased made and executed his last will and testament and therein named his brother, A. B., the universal legatee, sole executor thereof; That the said A. B. died intestate in the lifetime of the said (*testator*). That I am the natural and lawful brother, and one of the next of kin of the said A. B., and a nephew of the said (*testator*), and one of the persons entitled in distribution of the personal estate and effects of the said A. B. *Or*, That the said deceased made and executed his last will and testament, and therein named his brother, W. B., the universal legatee and sole executor; That the said W. B. died in the lifetime of the said deceased, leaving C. W., his lawful widow and relict, who died without child or parent, leaving G. W., her natural and lawful brother and her only next of kin; That the said W. B. has duly renounced letters of administration with the said will annexed of all and singular the personal estate and effects of the said deceased; That I am the lawful nephew, and the [only] person entitled, in distribution of the [whole of] the personal estate and effects of the said C. W. deceased; That I will faithfully administer, &c. (*as above*).

(*m*) *Or*,—her. The sex should be regarded throughout the form.

(*n*) The *place* of death, if known, must be *accurately* stated; but if not known the fact, showing the reason of its being omitted, must be stated, as—That the said deceased died at V. in New South Wales, from which place he was last heard of, in, or about the year 18—. *Or*,—That the deceased died,—*or*, is supposed to have died—in or about the year 18—, on board a merchant ship called the —, on a voyage to Australia, intelligence of such his death having been communicated, and his wearing apparel sent to me (*or other person*) by the captain—*or*, by one A. B., one of the crew on board the said ship. If it be intended to obtain the grant from the District Registry, here add—That at the time of his death the said deceased had a fixed place of abode at — aforesaid within the district of —.

sum of — pounds (o) to the best of my knowledge, information, and belief. (Deponent.)

SWORN (p) at —, in the county of —, this — day of —, 18—. Before me,  
(Signature.)

A Commissioner, &c. (as in form no. ii.)

---

## No. XVI.

### *Oath for an Administrator with the Will annexed (q).*

In the, &c. (as in preceding form).

I (the deponent), of, &c., Gentleman (r), make oath and say (s): THAT I believe the paper writing (t) hereunto annexed and marked by me (u) to contain the true and original last will and testament (x) of (the testator) (y) late of, &c., Maltster, deceased (z); AND that (the executor), the sole (a) executor named therein, survived the deceased, and is since dead, without having taken Probate

(o) Here insert the gross amount of the assets as shown in the next form.

(p) If more than one deponent, both or all must be here named. For the form see, *post*, title Affidavits. It may be sworn before the Registrar or a Commissioner to Administer Oaths in the Supreme Court.

(q) See No. IV. of the principal registry, and No. V. of the district registry forms in non-contentious business.

(r) See n. (g), p. 8.

(s) See n. (h), p. 8.

(t) Or,—paper writings.

(u) The administrator must mark the will and codicils (if any) by signing his name on them, and the Commissioner, or other person who administers the oath, must also mark the will and codicils (if any) by signing his name, but no form of certificate is necessary.

(x) Or (if so)—the last will and testament with — codicils.

(y) Or,—testatrix.

(z) See n. (i), p. 8.

(a) Or,—one of the executors—*or*, — widow, and relict of the said deceased, one of the executors and universal—*or*, if there be a direction to pay debts, which makes the bequest residuary, instead of the word “universal,” substitute the word residuary—legatee named in the said will, has died without having taken upon herself the probate and execution of the said will; That, G. W., the other executor named in the said will, has by an instrument bearing date, &c., renounced the probate and execution of the said will; That I am the sole executor of the said R. B., deceased (by the authority of the Probate Division of the High Court of Justice); That I will faithfully administer (as above).

Or,—That the said deceased did not in his will name any executor—*or*, That (the widow) the lawful widow and relict of the said deceased, and (if so) the residuary legatee for life named in the said will, has by an instrument in writing under her hand, dated the — day of — 18—, renounced all her right and title to the letters of administration with the said will annexed of the personal estate and effects of the said deceased; That I am the natural and lawful son [*or*,—daughter] of the said deceased, and (if so) the residuary legatee substituted in the said will; And that I will, &c. (as above).

thereof (*or, as the case may be*); AND that I am the (*b*) residuary legatee [in trust] named therein (*or, as the fact may be*); AND that I will well and faithfully administer the personal estate and effects of the said deceased by paying his just debts and the legacies contained in the said will (*c*) and distributing the residue of his estate according to law; THAT I will exhibit a true and perfect inventory of all and singular the said personal estate and effects and render a just and true account thereof whenever required by law so to do; THAT the testator died at —, aforesaid, on the — day of —, 18— (*d*); AND that the whole of the personal estate and effects of the said deceased does not amount in value to the sum of — pounds (*e*) to the best of my knowledge, information, and belief.

SWORN, &c. (*as in the preceding form*).

(*Signature.*)

## No. XVII.

### *Affidavit for the Commissioners of Inland Revenue for Estates above £300 (f).*

In the &c. (*as in form no. xv.*) (*g*)

I, (*h*) (*the deponent*) of, &c., Grocer, make oath (*i*) and say as follows:—

1. I (*k*) desire to obtain a grant of — (*l*) of (*the deceased*), late of (*m*), &c., Draper, deceased, who died at —, in the county of —, on the — day of —, One thousand eight hundred and —,

(*b*) Insert the relationship to the deceased, if any.

(*c*) Add it so—**and codicils.**

(*d*) See p. 9, n. (*n*).

(*e*) The gross amount of the assets.

(*f*) This form of affidavit (for probate or letters of administration in England, with the form of account required by 44 Vict. c. 12), should be used in all cases, except when a stamp duty of 30s. is to be impressed, under the provisions of s. 33 of the above Act.

A stamp duty of 30s. can be impressed only in the case of a person dying on or after the 1st of June, 1881, whose whole personal estate wherever situate, and without deducting debts or funeral expenses, exceeds the value of £100, but does not exceed the value of £300.

Where the deceased died domiciled abroad, only the first three paragraphs need be used, and no deduction of debts can be taken.

Where the deceased died domiciled in the United Kingdom, but deduction of debts is not taken, only the first five paragraphs need be used, unless it is intended to have the grant resealed, in which case paragraph 6 should be added.

(*g*) See also nn. (*e*) and (*f*), p. 8.

(*h*) *Or*,—**We** (inserting the name, address, and description of each person joining in the affidavit).

(*i*) *Or*,—(in the case of an affirmation) **solemnly affirm.**

(*k*) *Or*,—**we.**

(*l*) **Administration of the personal estate and effects, or,—administration with the will annexed of the personal estate and effects, or,—probate of the will** (*as the case may be*).

(*m*) Insert here correctly the name, residence, title, profession or occupation of deceased, and his or her personal description, as **bachelor—***or*, **spinster—***or*, **widower—***or*, **widow.**

domiciled in (n) —, aforesaid, in that part of the United Kingdom called —, (o) and having a fixed place of abode at —, aforesaid, within the district of —.

2. The account No. 1, hereto annexed, is a true account of the particulars and present value of all the personal estate and effects of the deceased, for or in respect of which the grant is to be made, exclusive of what the deceased may have been possessed of or entitled to as a trustee and not beneficially. The gross value thereof altogether is £——.

3. The deceased had (p) also real estate in the United Kingdom, viz., in [if so, Scotland and Ireland].

4. The deceased had (q) also personal estate and effects situate abroad, the short particulars whereof are set forth in the account No. 2 hereto annexed.

5. The deceased left a (r) widow (s) and lawful issue surviving.

6. The deceased had no personal or movable estate and effects within the United Kingdom (t), other than and except the personal estate and effects, the particulars and value whereof are contained in the account No. 1 hereto annexed (u) — thereof is in England and is of the value of £—— : — : — (x) part thereof is in Scotland and is of the value of £—— : — : — part thereof is in Ireland and is of the value of £—— : — : —.

7. The first part of the schedule hereto annexed contains a true and particular list of the debts due and owing from the deceased at the time of his (y) death to persons resident within the United Kingdom, with the names and addresses of the several persons to whom the same are respectively due; and the descriptions and amounts of such debts. The second part of the schedule contains a true account of the funeral expenses of the deceased.

8. The said debts are payable by law out of the personal estate and effects comprised in the account No. 1, hereto annexed, and are not, nor are any of them (z) voluntary debts made payable on the death of the deceased, or voluntary debts payable under some instrument

(n) If deceased were domiciled *abroad*, insert here the name of the country, and strike out the rest of the paragraph.

(o) If application for the grant is made to the principal registry, strike out the rest of this paragraph.

(p) Insert here “no,” instead of “also,” if deceased did not leave any real estate, and strike out “viz., in —.”

(q) Insert here “no,” if so; and strike out of the paragraph the words after “abroad.”

(r) Or,—no.

(s) And, if so,—no.

(t) Where deduction of debts is taken, or it is intended to reseal the grant, the affidavit must extend to and include the whole personal and movable estate throughout the United Kingdom, in the mode prescribed by 21 & 22 Vict. c. 56, s. 15.

(u) Insert here—**The whole**—or, part—according to the circumstances; and, in the former case, strike out all the words after “England.”

(x) Here insert—“**Other**”—or, “**No**”—according to the circumstances; and, in the latter case, strike out the words—“and is of the value of £——.”

(y) Or,—her.

(z) Money contracted to be paid on the death of the deceased in consideration of marriage, is *not* a voluntary debt, and may be deducted.

delivered to the donee thereof within three months before the death of the deceased, or debts which are primarily payable out of any real estate belonging to the deceased (*a*), or debts in respect whereof a reimbursement is capable of being claimed from any real estate of the deceased (*b*) or from any other estate or person (*c*) whatsoever.

9. The aggregate amount of the said debts and funeral expenses is £—— : — : —; which being deducted from the value of the personal estate and effects as specified in the account No. 1, hereto annexed, reduces such value to the sum of £—— : — : —.

All which is true, to the best of my knowledge and belief.

SWORN, &c. (*as at p. 10*) (*d*).

(*Signature.*)

### ACCOUNT No. 1.

PERSONAL ESTATE IN RESPECT OF WHICH THE GRANT IS TO BE MADE.

				Market price of Stock at date of Affidavit.	Gross Value.		
	£	s.	d.		£	s.	d.
Stocks or funds (including Exchequer Bills) of the United Kingdom, viz.: ( <i>e</i> ) . . . . .							
Stocks, funds, or bonds of foreign countries, or of British Dependencies, and Colonies, transferable in the United Kingdom, viz.: . . . . .							
Proprietary shares or debentures of public companies . . . . .							
Dividends and interest declared, received, and accrued due, in respect of the above investments (as per exhibit annexed) to date of affidavit . . . . .							
Carried forward . . . . .	£						

(*a*) A mortgage debt, not created by the deceased himself, but charged on real estate which was acquired by the deceased subject to the mortgage is primarily payable out of such real estate and must *not* be deducted.

(*b*) A mortgage debt created by the deceased himself on his real estate, but which is payable by his heir or devisee under Locke King's Act (17 & 18 Vict. c. 113), is a debt in respect of which reimbursement may be claimed, and must *not* be deducted.

(*c*) A debt for payment of which the deceased was surety only, must *not* be deducted.

(*d*) Or,—**affirmed** (see *post*, title *Affirmation*).

(*e*) Published quotations or brokers' certificate, or letters from the secretaries of the companies showing medium selling price at the date of affidavit, should be attached in this and the three next cases.

If there be not sufficient room in the official form for any of the particulars required, supplementary sheets may be added.

	£	s.	d.
Brought forward . . . . .	£		
Cash in the house . . . . .			
Cash at the bankers } (1) on drawing account . . . . .			
} (2) on deposit . . . . .			
Money out on mortgage, bonds, bills, notes, and other securities . . . . .			
Interest thereon to date of affidavit, as per exhibit annexed . . . . .			
Book debts . . . . .			
Other debts . . . . .			
Unpaid purchase-money of real and leasehold estate contracted in lifetime of the deceased to be sold . . . . .			
Personal estate over which the deceased had and exercised an absolute power of appointment ( <i>f</i> ) . . . . .			
Policies of insurance on the life of the deceased or on that of any other person, viz. . . . .			
Bonus thereon . . . . .			
Household goods, pictures, china, linen, apparel, books, plate, jewels, carriages, horses, &c.:—			
If sold, realized gross . . . . .	£		
If unsold, valued at . . . . .	£		
Stock-in-trade, live and dead farming stock, implements of husbandry, &c.:—			
If sold, realized gross . . . . .	£		
If unsold, valued at . . . . .	£		
Goodwill of business, if taken over at a price . . . . .	£		
If valued according to custom of trade . . . . .	£		
If neither, estimated at . . . . .			
Profits of business to date of affidavit, estimated at . . . . .			
Ships and shares of ships registered at ports in the United Kingdom, estimated at . . . . .			
Profits of same to date of affidavit, estimated at . . . . .			
The deceased's share in the real and personal estate as a partner in the firm of " " as per balance sheet annexed, signed by the surviving partners . . . . .			
If none, estimated at . . . . .			
Leasehold property as per detailed description subjoined or annexed ( <i>g</i> ) . . . . .			
If sold, realized gross . . . . .	£		
If unsold, estimated at . . . . .	£		
	£		
Less a mortgage debt of . . . . .	£		
due from the deceased and created by an indenture dated the     day of     18     , for which the said leasehold property is the sole security . . . . .			
Carried forward . . . . .			

(*f*) If the power or life interest was derived under a will, state name and date of death of the deceased; but if under a deed, state the date, together with names and addresses of the trustees.

(*g*) A particular description comprising terms unexpired at date of affidavit, gross rents where let, or, if not let, either the assessment to property tax or the *gross* (not rateable) assessment to the poor-rate; also the ground-rent, together with the nature and amount of the yearly outgoings paid by the lessee as owner.



*Account No. 2.*

To be signed as above.

Part 1. Containing an account of the debts due, and owing from the deceased, to persons resident in the United Kingdom (*m*).

(h) These two words must be cancelled when the amount is actually ascertained.

(i) Here state particulars of the title.

(k) Here state their names, residences, and calling.

(l) Here insert arrears of salary or annuity, club allowances, and the like.

(m) As to character of the debts which may be deducted, see *ante*, nn. (z), p. 12, and (a), (b), (c), p. 13.

Part 2. Containing an account of the funeral expenses of the deceased.

	£	s.	d.
To be signed by the persons making oath or affirmation.	£		

### No. XVIII.

#### *Affidavit of Justification by Sureties.*

In the &c. (*as in form no. xv.*)

WE (*first deponent*), of, &c., Grocer, and (*second deponent*), of, &c., Draper, jointly and severally make oath (*n*) that we are the proposed sureties on behalf of (*the administrator*) of, &c., Grocer, the intended administrator of all and singular the personal estate and effects of the said (*intestate*), late of, &c., Draper, deceased, intestate, in the penal sum of — pounds, for his faithful administration of the said personal estate and effects [of the said deceased]; and I, the said (*first deponent*), for myself further make oath, (*n*) that I am, after payment of all my just debts, well and truly worth, in real and personal estate, the sum of — pounds; and I, the said (*second deponent*), for myself further make oath (*n*) that I am, after payment of all my just debts, well and truly worth, in real and personal estate, the sum of — pounds.

SWORN by the said (*first deponent*)  
and (*second deponent*) at, &c.  
(*as at p. 10.*)

(*Signatures.*)

(*n*) Or,—solemnly, sincerely and truly declare and affirm.

## No. XIX.

*Affidavit in Support of an Administration Summons in the  
Chancery Division by a Creditor.*

In the High Court of Justice.

18— (o), no. —.

Chancery Division.

Mr. Justice —.

IN THE MATTER of the estate of (*the deceased*), deceased,Between (*the creditor*) (*p*), Plaintiff,  
and(*The representatives of the deceased*), Defendants.I (*the deponent*), (*q*) of, &c., Draper, make oath and say as follows:—

1. THE above named (*deceased*), deceased, was, at the time of his death, and his estate still is justly and truly indebted to me (*r*) in the sum of — pounds (*s*), for goods sold and delivered by me (*t*) to the said (*deceased*), deceased, in his lifetime and at his request, at the times and at the prices marked in the full particulars of my said demand set forth in the paper writing now produced, and shewn to me and marked with the letter “B.”

2. THE prices charged in the said paper writing marked “B” are both fair and reasonable, and such as are usually charged in the trade of a draper.

3. AND I, speaking positively for myself and to the best of my knowledge and belief as to other persons, say that I have not, nor hath, nor have, any other person or persons by my order or for my use received the said sum of — pounds or any part thereof, save and except the said bill of exchange (*u*), but the whole of the said sum of — pounds, together with interest thereon from the said — day of — last as aforesaid, still remains justly due and owing to me (*x*) under and by virtue of the said bill of exchange (*y*) and on the account aforesaid.

(o) The initial letter of the surname of the deceased person.

(p) If suing on behalf of himself and all other the creditors of the deceased, this should be stated.

(q) For variations where the deponent is one of a firm, &c., see *post*, p. 21.

(r) See preceding note.

(s) If the debt or a part of it be due on bill or note here say—together with interest for the same after the rate of — pounds per centum per annum, from the — day of — 18—, under and by virtue of a certain bill of exchange, [*or*, promissory note], dated the — day of — 18—, and which said bill [*or*, note] is now produced to me and marked with the letter “A.”

2. The said deceased was also at the time of his death, and his estate still is justly and truly indebted to me in the further sum of — pounds (*as above*).

(t) See above n. (*q*).

(u) *Or*,—promissory note.

(x) See above n. (*q*).

(y) *Or*,—promissory note.

4. (z) THE said (*deceased*) died on or about the — day of —, 18—, and probate of his will (a) has been granted by the Principal Registry (b) of the Probate Division of the High Court to the Defendant (c).

5. [*If not already stated by inference in the 4th paragraph, here shew means of knowledge.*]

SWORN, &c. (as at p. 10.)

(*The deponent.*)

Filed on behalf of—

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No. XX.

*Affidavit of Service of an Administration Summons in the  
Chancery Division (d).*

In the High Court of Justice.

18— (e), no —.

Chancery Division.

(*Name of Judge.*)

IN THE MATTER of the estate of (*the deceased*), deceased,

Between (*the creditor*) (f), Plaintiff,  
and

(*The representatives of the deceased*), Defendants.

I (*the deponent*), of, &c., Clerk to H. M. of, &c., Solicitor for the above named Plaintiff, make oath, and say as follows:—

1. I did on the — day of —, 18—, before six o'clock in the evening (g), serve the above named Defendant (*here state the defendant's name*) with a summons in this matter, bearing date the — day of —, 18—, issued from and under the seal of the Central Office of this Honourable Court, and sealed with the seal used in the chambers of Mr. Justice (*the name of the Judge*), addressed to the said — (h), by delivering to, and leaving with the said Defendant (*the defendant's name*) personally at — (i), a true copy of the said summons at the same time producing and shewing the said summons

(z) This paragraph is required to prove that the defendant is the proper person to be sued.

(a) Or,—letters of administration of his personal estate have.

(b) Or, as the case may be.

(c) Or, as the case may be.

(d) The service must be upon the executor or administrator of the deceased: see *Berkeley v. Mason*, L. R. 19 Ex. 467, and Rules of Supreme Court, 1883, Ord. 55, rule 5 (B.).

(e) The initial letter of the surname of the deceased person.

(f) Add (if real estate is included), on behalf of himself and all other creditors of (*the deceased*) deceased.

(g) Or (in the case of a Saturday),—two o'clock in the afternoon: see Rules of Supreme Court, 1883, Ord. 64, r. 11.

(h) Names of the persons required to be served, add (if so)—and others.

(i) Describe the person or persons on whom, and where, service was effected; e.g., the said A. B., personally at —, in the county of —, and the said C. D. personally at &c., or,—the clerk of the said C. D., at the address for service of the said C. D., situate at, &c., or, as the case may be.

to the said Defendant, to whom such true copy was delivered as aforesaid; by which said summons the said Defendant was required to attend at the chambers aforesaid, at the Royal Courts of Justice, London, on the —, day of —, 18—, at — of the clock in the — (k) noon, to show cause, if he could, why an order for the administration of the personal (l) estate of the above named (*the deceased*) should not be granted.

2. THERE was at the foot of the copy of the said summons so served, and at the foot of the said summons when so produced as aforesaid, a memorandum that such summons was taken out by — of — solicitor for — (m), and a notice that if the said (*defendant*) did not attend, either in person or by his solicitor, at the time and place mentioned in the said summons (n), such order would be made in his absence, and proceedings taken as the Judge might think just and expedient.

SWORN, &c. (*as at p. 10.*)

(*The deponent.*)

Filed, &c.

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## No. XXI.

### *Affidavit by Creditor to prove a Debt (o).*

In the High Court of Justice.

18—, no. —.

Chancery Division.

(*Name of Judge.*)

IN THE MATTER of the estate of (*the debtor*).

Between A. B., and others, Plaintiffs,  
and

C. D., and others, Defendants.

I (*the deponent*), of &c. (p), make oath and say as follows:—

1. (*The debtor*) the testator (q) in the judgment (r) dated the — day of —, 18—, in this action (s) named was at the time of his death, and his estate still is, justly and truly indebted to me in the sum of — pounds for (t).

(k) The time specified in the memorandum in the margin or foot of the summons.

(l) Or,— real and personal.

(m) Insert these particulars as in the summons.

(n) Or (where there has been an enlargement of the time), at the place mentioned in the said summons, at the time mentioned in the indorsement thereon.

(o) No affidavit is required unless notice is given to the creditor, that he must file such affidavit as he may be advised in support of his claim: see Rules of Supreme Court, Ord. 55, r. 56; and for the form of notice, see No. 8 in Appendix L. to the same rules.

(p) Add description, *e.g.*, gentleman, and (*if so*) a solicitor of the Supreme Court.

(q) Or,—intestate.

(r) Or,—order.

(s) Or,—matter.

(t) *E.g.*, work done as a solicitor, &c.: see Form No. lxviii., p. 35; and (*if so*) in the further sum of £— for interest upon, and for the forbearance at interest, &c.: see Form No. lxii., p. 34.

2. THE full particulars of my aforesaid demand are set forth in the paper writing now produced and shewn to me and marked (*initial letters of deponent's name followed by a number*) (*u*). The prices charged in the said paper writing marked — are fair and reasonable, and such as are usual and customary in the profession of a solicitor (*x*) as I know from having carried on such profession for — years last past.

3. AND I, speaking positively for myself, and to the best of my knowledge and belief as to other persons, lastly say that I have not, nor hath, nor have any other person or persons by my order, or for my use, received the said sum of — pounds, or any part thereof, or any security or satisfaction whatsoever for the same or any part thereof.

SWORN, &c. (*as at p. 10*).

(*The deponent.*)

Filed &c.

## No. XXII.

*Affidavit, by Annuitant under a Bond, to prove Arrears due (y).*

In the, &c. (*as in the preceding form*).

I (*the deponent*), of (*place of abode and description*), make oath and say as follows:—

I (*the debtor*), the testator (*z*) in the judgment (*a*) dated the — day of —, 18— in this action (*b*) named, made his bond, dated the — day of —, 18—, to me in the penal sum of £—, conditioned for the payment by him, his executors or administrators of the sum of £— a year to me, during the life of —, who is still living (*c*), and which said bond is now produced and shewn to me and marked — (*d*).

2. THE said (*the debtor*) was at the time of his death, and his estate still is by virtue of the said bond, justly and truly indebted to me in the sum of £—, for arrears of the said annuities computed to the — day of —, 18—.

3. AND I, speaking positively for myself and, &c. (*as in preceding form*).

SWORN, &c. (*as at p. 10*).

(*The deponent.*)

Filed &c.

(*u*) Marking the exhibit in this way avoids confusion. For form of memorandum see *post*, title "Exhibits." It should be signed by the deponent.

(*x*) *Or*,—*business of a timber merchant—or, trade of a grocer.*

(*y*) See note (*o*) to preceding form.

(*z*) *Or*,—*intestate.*

(*a*) *Or*,—*order.*

(*b*) *Or*,—*matter.*

(*c*) *Or*,—*as the case may be.*

(*d*) To be marked with initial letter of deponent's name followed by number, and make the bond an exhibit.

## AFFIDAVITS (e).

## SECTION 1. (f)

## No. XXIII.

*The Parties making the Affidavit.*

I (*the deponent*), (*g*) of D., in the county of —, Grocer, make oath and say:—

(e) Practically the regulations as to the forms in use, and the mode of swearing affidavits are the same now in all Courts. For the general rules in the High Court, see Rules of Supreme Court, 1883, Ord. 38, rr. 2–24, and when sitting in bankruptcy, see Bankruptcy Rules, 1883, rr. 39–50. As to stamping affidavits and the use of office copies: see rule 15 of the above order of the High Court, and as to the exemption from stamp duty (except as to fees) of affidavits in proceedings in any Court, and in bankruptcy, see Stamp Act, 1870, tit. Affidavit., and s. 144 of the Bankruptcy Act, 1883, and Nos. 47, 51, and 52 of the above rules in bankruptcy.

Affidavits should be entitled in the court in which the action (if any) is, or in which they are to be used, and in the cause or matter in which they are made, and also bear a reference to the record. They should be drawn up in the first person and be set out in separate paragraphs, confined, as far as possible, to a distinct portion of the subject, and the paragraphs should be numbered consecutively, but figures relating to dates and sums are allowed, though in the Probate Division both *dates* and *sums*, and, in affidavits to be used in the Pay Office, *sums*, should be written in words. Even in jurats the date of the year is now stated in figures, but where any doubt arises as to the propriety of employing figures, the words should be used.

Any interlineations or alterations must be authenticated by the initials of the officer or person taking the affidavit, and any words written on an erasure must be rewritten and signed or initialled in the margin of the affidavit by him.

(f) By way of illustration the form of an affidavit of debt is divided into sections, with several variations given, indicating their application to different circumstances, with the object of showing (1) the proper description of the deponents; (2) the subject-matters; and (3) the proper forms of jurats. For the differences in the headings to affidavits according to the court and matter in which the affidavit is used, see the affidavits given in full under the various titles throughout this collection of forms.

(g) *Or*,—C. M., the wife of W. M., of, &c.

*Or*,—R. S., of, &c., the steward of W. M., of, &c., Esquire.

*Or*,—T. A., of, &c., agent for C. M., of the city of Paris, in the Republic of France, Merchant.

*Or*,—R. R., of, &c., clerk—*or*, book-keeper—*or*, servant—to H. M., of the same place, Merchant—*or*, to A. B. & Co., trading at L.—*or*, in the city of B.—as and under the style or firm of "A. B. & Co." (*according to the style of the firm*).

*Or*, if made by one of a firm,—R. R., for and on behalf of myself and G. A. and T. O., my co-partners in trade.

*Or*,—R. R., of, &c., Gentleman, executor of—*or*, one of the executors named and appointed in and by—*or*, surviving executor under—the last will and testament of H. M., deceased. *If made by an executor*, here add,—which said H. M. was sole executor of the last will and testament of G. H., deceased.

*Or*,—R. R., of, &c., Gentleman, administrator of all and singular the goods and chattels, rights and credits, which were of G. R., deceased, at the time of his death; who died intestate—*or* (*if made by an administrator de bonis non*)—administrator of all and singular the goods and chattels, rights, and credits, which were of H. M., deceased, at the time of his death, and left unadministered by G. P., deceased; which said G. P., deceased, was the executor—*or*, surviving executor under the last will and testament of the said H. M., deceased—*or*, administrator—*or*, administrator with the

## SECTION 2.

*The Subject-matter.*

## No. XXIV.

*The Debt.*

(After make oath and say, *add*:—)

1. THAT (*h*) (*the debtor*), the above named defendant (*i*), is justly and truly indebted to me (*j*) in the sum of — pounds for, &c. (*see the following fifty-eight forms*).

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## STATEMENT OF THE CAUSE OF ACTION.

## (A.) SPECIAL CONTRACTS.

## No. XXV.

*For Principal and Interest due upon a Mortgage.*

FOR (*k*) principal and interest due [and owing] from the said (*mortgagor*) to me upon and by virtue of a certain indenture of mortgage, under his hand and seal, and bearing date, &c., and made will annexed,—of all and singular the goods and chattels, rights and credits, of the said H. M., deceased.

*Or*,—R. R., of, &c., Gentleman, Trustee—*or*, one of the trustees of the estate and effects of G. R., a bankrupt.

*Or*,—R. R., of, &c., Grocer, one of the above-named plaintiffs—*or*, who has survived S. S., his late partner, deceased.

*Or*, when sworn by two or more deponents—We, A. B., of — the above-named [*or*, one of the above-named] plaintiffs [*or*, defendants], C. D., of —, severally, make oath and say as follows:—

And first, I, the said A. B., for myself, say, &c.

And I, the said C. D., for myself, say, &c.

And we, the said A. B. and C. D., severally say, &c. (*see an example, post*, no. cxxiii., p. 68).

(*h*) It is not necessary to commence each paragraph with “that,” but it is convenient to do so where the affidavit is short, otherwise after “say,” add the words “as follows,” and commence the paragraphs with “On” or other suitable word, according to the context.

(*i*) If so, here add—who has survived S. S., his late co-partner in trade.

(*j*) If the debt be due to a firm, here add—and to A. B. and C. D., my co-partners [in trade].

If due to an executor, here add—as such executor as aforesaid.

*Or*, when made by one of several executors, say—me [this deponent] and C. D., as executors—*or*, surviving executors—of the last will and testament of (*the testator*), deceased.

*Or*,—if made by an administrator or assignee, say—as such administrator—*or*, assignee—as aforesaid.

*Or*, if made by husband and wife for a debt due to the latter, or as legatees, here add—and C. M., my wife, as legatees under the last will and testament—*or*, if for a distributive share—of a distributive share of the estate and effects of (*the intestate*), deceased.

*Or*, if made by a cestui que trust upon a special contract—unto the (*trustee*), in trust for me, this deponent.

(*k*) This must follow after the words “— pounds” in the previous Form.



between, &c., whereby he [the said (*mortgagor*)] covenanted [and agreed] to pay to me (*l*) the sum of — pounds, with interest for the same after the rate of — pounds per centum per annum, at a certain day now past.

---

## No. XXVI.

*Same by an Assignee.*

For principal money and interest due on a certain indenture of mortgage, bearing date, &c. [as in last form], whereby the said (*mortgagor*) covenanted [and agreed] to pay to the said (*mortgagee*), his executors, administrators, or assigns, the said sum of — pounds, with interest, &c. (as above), as appears by the said indenture and as I verily believe (*m*). AND I further say, that the said indenture of mortgage, with the principal and interest due (*n*) thereon, have been duly assigned by the said (*mortgagee*) to me (*o*); AND I (*the assignor*) the other deponent for myself say that I did not previously to such assignment receive, nor have I since received, the said sum of — pounds and interest, or any part thereof.

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## No. XXVII.

*For the Arrears of an Annuity.*

For the arrears of a certain annuity or yearly sum of — pounds, granted by the said (*grantor*) unto me (*p*), in and by a certain indenture (*q*) bearing date, &c., and made between, &c., payable from the day of the date thereof for and during my life (*r*), and whereby the said (*grantor*) also covenanted (*s*) duly to pay the same yearly and

(*l*) Or, if made by an executor or administrator, instead of "to me" substitute—to A. B., deceased.

(*m*) A party suing *en autre droit* as executor, administrator, trustee of a bankrupt, assignee, or the like, is allowed to swear to the best of his belief, the grounds of such belief being stated: Rules of Supreme Court, 1883, Ord. 38, r. 3; *Sheldon v. Baker*, 1 T. R. 84; *Lowe v. Farley*, 1 Chitt. 92, and by the books, &c., of the deceased, *Fowler v. Morton*, 2 B. & P. 48, as it cannot be presumed that he is able to swear positively to the fact.

(*n*) And, if so—all other moneys to become due.

(*o*) If the affidavit be made by an *assignee* the assignor must join to negative its payment to himself, but as to the position of the transferee of a statutory mortgage: see Conveyancing Act, 1881, s. 27; and, as to the effect of an absolute assignment of which express notice has been given to the party liable: see Judicature Act, 1873, s. 25, sub-s. 3.

(*p*) Or,—unto the said J. B., since deceased, his executors, administrators, and assigns;—who, in and by his last will and testament, in writing [bearing date, &c.], devised the same to me.

(*q*) Or,—devised to me by the last will and testament of the (*testator*) late of, &c., Grocer [bearing date, &c.].

(*r*) Or,—for and during the natural lives of C. D. and E. F., and the life of the survivor of them, or,—as the case may be, or,—for and during the term of — years, thence next ensuing.

(*s*) Or,—if given by will, instead of covenanted, substitute—directed the same to be paid to me by equal half-yearly—or, quarterly—payments to commence from his death; which happened on the — day of —, 18—.

every year unto me by equal half-yearly (*t*) payments, namely, on the — day of —, &c. (*stating the times*), in each and every year during my life (*u*): AND I further say that one (*x*) of such half-yearly — or, quarterly — payments, amounting to the said sum of — pounds, is now in arrear and unpaid.

---

### No. XXVIII.

#### *For Rent due on Lease.*

FOR the arrears of a certain yearly rent of — pounds (*y*) due and payable to me, upon and by virtue of an indenture of lease, bearing date &c., and made, &c. (*z*).

---

### No. XXIX.

#### *Upon a Judgment.*

UPON [and by virtue of] a certain judgment of the [Queen's Bench] Division of Her Majesty's High Court of Justice recovered by me (*a*), the — day of —, 18—, against the said (*debtor*), the sum of — pounds, for my damages, costs, and charges (*b*).

---

### No. XXX.

#### *Upon a (Voyage) Policy of Insurance.*

UPON and by virtue of a certain policy of insurance effected by me (*c*) of a certain ship or vessel called "The Dart," on a voyage from London to Quebec (*or, as the case may be*); and which said policy was and is underwritten by the said (*debtor*) for the sum of

(*t*) *Or*,—quarterly, namely, on &c. (*stating the times*).

(*u*) *Or*,—the said lives—*or*, the said term.

(*x*) *Or*,—two (*or more*) of the said half yearly—*or*, quarterly—payments, amounting together—*or*, altogether—to the sum of — pounds, are now respectively in arrear and unpaid.

(*y*) *Or*,—for one year's—*or*, a half—*or*, a quarter—of a year's rent.

(*z*) If against an *assignee*, here add—which said indenture of lease, and all the estate and interest of the said (*lessee*) in the premises thereby demised, were, in and by a certain indenture, bearing date, &c., and made, &c., assigned by him to me for and during the residue of the said term.

(*a*) *Or*,—whereby I, on the — day of —, 18—, recovered, &c.

(*b*) *Or*,—for a debt—*or* other cause, according to the terms of the judgment—amounting to — pounds, and also the sum of — pounds, for my damages, costs, and charges. *Or*,—if the affidavit be made by an *executor* or *assignee*, say,—recovered by the said J. R., deceased, in his lifetime, against the said (*debtor*) for the sum of — pounds, &c. (*as above*) adding—and which judgment is still in force and unsatisfied as appears by the record of such judgment, And as I verily believe—

(*c*) *Or*, if property therein, say—on certain casks of wine—(*or other things*) of the value of — pounds, on board, &c. (*as above*).

— pounds: AND I further say that the said ship or vessel was lost (*d*) on her said voyage; which loss (*e*) was one of the perils insured against by the said policy: AND I further say, that a loss of — pounds (*f*) upon the said policy has since been adjusted and signed by the said (*debtor*).

---

## No. XXXI.

*Upon a Time Policy.*

UPON and by virtue of a certain policy of assurance, whereby I (*g*) caused myself to be insured, amongst other things, against loss by perils of the seas during the space of — calendar months, commencing on the — day of —, one thousand eight hundred and —, in the port or at sea, with liberty to touch, stay, trade, and proceed to all ports and places whatsoever and wheresoever, on a certain ship or vessel of this deponent, called “the Agnes,” valued at the sum of — pounds, on my own account; and which said policy of assurance was underwritten by the said (*debtor*) for the sum of — pounds (*h*): AND I further say, that the said ship or vessel was, during the said voyage by and through the force and violence of the winds and waves and the perils of the seas greatly damaged (*i*); AND that a loss of — pounds per centum on the said policy of assurance was, on or about the — day of —, adjusted and signed by the said (*debtor*).

---

## No. XXXII.

*For Premiums of Insurance. (j)*

FOR certain premiums of insurance due and payable from the said (*debtor*) to me as the underwriter of certain policies of insurance, for and on behalf, and on the account of the said (*debtor*), for the insurance of divers large sums of money; on certain ships or vessels (*k*) by me for the said (*debtor*), and at his request.

(*d*) *Or*,—was captured—*or*, taken as a prize—*or*, the said casks of wine were captured and taken as a prize, on board the said ship or vessel, by the enemies of our lady the Queen.

(*e*) *Or*,—capture.

(*f*) *Or*,—pounds per centum.

(*g*) *Or*,—by A. B., as my agent.

(*h*) If underwritten by an *agent*, here add—*And* I further say, that the said policy of assurance was effected by B. and C., as the agents for and on account of the said (*debtor*).

(*i*) *Or*,—wrecked, lost, and destroyed.

(*j*) A shorter form would run—For premiums due and payable by the said (*debtor*) to me, for insuring certain ships and vessels—*or*, goods—by me for the said (*debtor*) and at his request. The request must be stated, *Marshall v. Davison*, 2 Tyr. 315.

(*k*) *Or*,—divers goods, wares, and merchandise, on board of certain ships or vessels.

## No. XXXIII.

*For Freight under a Charterparty.*

UPON and by virtue of a charterparty of affreightment, bearing date the — day of —, 18—, for and on account of the freight and hire of a certain ship or vessel called “the Dart,” let to hire by this deponent to the said (*debtor*), and at his request; and by him taken and used for and during a voyage from London to Cork in Ireland (*or, as the case may be*).

---

## (B.) ARTICLES OF AGREEMENT.

## No. XXXIV.

*For Payment of a Debt.*

FOR principal and interest due to me this deponent, under and by virtue of certain articles of agreement, bearing date, &c., and made between, &c., whereby the said (*debtor*) [covenanted and] agreed to pay to me the [said] sum of — pounds (*l*), together with lawful interest for the same at a day now past (*m*).

---

## No. XXXV.

*For a Premium upon a Lease.*

UNDER and by virtue of a certain agreement, bearing date, &c., and made, &c., whereby, in consideration that I would grant a lease to the said (*debtor*) of certain messuages, &c., therein particularly described, for the term of — years, the said (*debtor*) agreed to pay to me, on the execution thereof, the [said] sum of — pounds, as a consideration or premium for the same; which said lease has been (*n*) granted by me to the said (*debtor*), pursuant to the terms of the said agreement.

---

## No. XXXVI.

*For Debt on Award.*

UPON and by virtue of a certain award [and umpirage], made by (*the arbitrators*) (*o*) upon and by virtue of a certain submission, made and entered into by me and the said (*debtor*) on the — to the award, order, and determination of (*the arbitrators*), or their umpire, of and concerning (*p*) matters in difference then depending between me and the said (*debtor*), touching a certain indenture of lease bear-

(*l*) An agreement *under seal* need not set out a consideration; but in a *parol* agreement it must be shown.

(*m*) See p. 27, n. (*t*).

(*n*) *Or*,—on or before the — day of — 18—, was granted, &c. (*as above*).

(*o*) *Or*,—the umpire, if one.

(*p*) *Or*,—all—or, certain.

ing date, &c., and made &c., (*or, as the case may be*) (*q*), upon and by virtue of which said reference, the said arbitrators (*r*) awarded that the said (*debtor*) should pay to me the sum of — pounds, at a day now past.

---

## No. XXXVII.

*For Money due on Bond.*

FOR principal and interest due upon a certain bond, bearing date, &c., and made and entered into by the said (*debtor*) whereby he became bound to me (*s*) in the penal sum of — pounds, conditioned for the payment of [the said sum of] — pounds, with interest for the same at the rate of — pounds per centum per annum (*t*), on a certain day now past.

---

## No. XXXVIII.

*For Money upon an Arbitration Bond.*

UPON or by virtue of a certain bond, bearing date, &c. [*as above, down to the word "conditioned," and then add*] for the performance of a certain award to be made as in the condition of the said bond is mentioned: AND ALSO upon and by virtue of an award, since made, in pursuance of the said condition, bearing date, &c.; whereby the sum of — pounds was awarded and directed to be paid by the said (*debtor*) to me, at a day now past.

---

## No. XXXIX.

*For Money upon an Annuity Bond.*

FOR the arrears of a certain annuity of — pounds secured and due to me upon and by virtue of a certain bond, &c. (*as in the money bond above*), conditioned for the payment of the annual sum of — pounds by the said (*debtor*) to me, during the life of the said (*debtor*) (*u*).

(*q*) If on an umpirage, here add,—by which said submission the said (*arbitrators*) were empowered in case they should not agree in making their award, to appoint a third person to award, order, and determine, and finally settle the said matters in difference; whereupon the said (*arbitrators*), not agreeing in making the said award, they, by virtue of the power aforesaid, and by and with the consent and approbation of myself and the said (*debtor*), nominated and appointed the said (*umpire*) as an umpire to award, order, and finally determine the said matters in difference.

(*r*) *Or*,—umpire.

(*s*) *Or*,—if the deponent be an assignee of the bond, instead of the words to me; substitute,—to one A. B., who duly assigned the said bond to me.

(*t*) *Or*,—with lawful interest thereon,—*or*, with interest thereon after the rate of — pounds for every one hundred pounds by the year (*according to the terms of the bond*).

(*u*) *Or*,—of A. B., who is still living.

## (C.) SIMPLE CONTRACTS.

## (1.) UPON BILLS OF EXCHANGE.

## No. XL.

*Drawer against Acceptor.*

FOR principal money due to me on a bill of exchange (*x*) bearing date, &c., drawn by me (*y*) upon and accepted by the said (*debtor*) for the payment to me (*z*) or my order (*a*) of — pounds — months after the date thereof (*b*).

## No. XLI.

*Indorsee or Bearer against Drawer.*

FOR principal money due to me as indorsee (*e*) of a bill of exchange [bearing date, &c.], drawn by the said (*debtor*) upon and accepted by (*the acceptor*) for the payment [of the sum] of — pounds to the said (*debtor*) or his order (*d*) at a certain day now past (*e*) and by the said (*debtor*) indorsed to me (*f*).

## No. XLII.

*Payee against Drawer.*

*Proceed as in the last form down to "as indorsee," and then add—*as payee of a certain bill of exchange [bearing date, &c.,] drawn by the said (*debtor*) upon me (*the intended acceptor*) for payment of the [said] sum of — pounds to the said (*debtor*) or to his order (*g*), at

(*x*) *Or*, if two or more bills, say—two certain bills of exchange, dated respectively the — day of —, and the — day of —, 18 —, respectively drawn by me upon, &c. (*following the bills as to the sums and days of payment*).

(*y*) If drawn by *procuration*, say—drawn—*or*, respectively drawn by *procuration* for and on my account—*or*, by me and my co-partner trading as—*or*, under the style—*or*, firm—of "A. B. & Co."

(*z*) *Or*,—to me and my said co-partner, or our order.

(*a*) This will be implied under the Bills of Exchange Act, 1882, s. 8, sub-s. (4.)

(*b*) If any interest be due on the bill, here add—and for interest thereon after the rate of—per centum per annum from the — day of — last,—*or*, 18 —, when the said bill of exchange became due.

(*c*) *Or*, if by *bearer*, say—*bearer*.

(*d*) *Or*,—to the order of the said (*debtor*).

(*e*) *Or*,—as the case may be. When the last six words are used, the *date* should be omitted.

(*f*) *Or*,—and by him transferred and delivered to me—and (*if so*), to my said co-partner—*or*, to (*the first indorsee*) who indorsed the same to me—*or*, (*if so*) to me and my said co-partner. If the acceptor has refused payment, here add—and payment of which said bill of exchange has been refused by the said (*acceptor*), and if acceptance has been refused, omit the words—and accepted by—and add—and which said bill has been refused acceptance by the said (*acceptor*).

(*g*) See *ante*, n. (*d*).

a certain day now past (*h*), and which said bill of exchange was duly indorsed to me and has been refused acceptance (*i*).

---

No. XLIII.

*Payee or Indorsee against Acceptor.*

*Proceed as last directed, and then add*—as payee (*k*) of a certain bill of exchange bearing date, &c., drawn by (*the drawer*) upon and accepted by the said (*debtor*) for the payment of the said sum of — pounds — months after the date thereof, to the said (*drawer*) or to his order (*l*) and which said bill of exchange was duly indorsed by him, the said (*drawer*) to me (*m*).

---

No. XLIV.

*Indorsee against Acceptor.*

*(Foreign Bill of Exchange.)*

FOR principal money due upon [and by virtue of] a bill of exchange drawn by the said (*drawer*) at Paris in the republic of France (*or, as the case may be*), upon and accepted by the said (*debtor*) for payment of — francs to the order of the said (*drawer*), and by him indorsed to me, which [said] bill of exchange has been refused payment by the said (*debtor*) and [the same] has been duly protested for such non-payment, which said sum of — francs was at the time of the drawing of the said bill and when it became payable, and still is of the value of — pounds of lawful money of Great Britain.

---

(2.) ON PROMISSORY NOTES.

No. XLV.

*Payee against Maker.*

FOR principal money due to me on a certain promissory note, bearing date, &c., and made by the said (*debtor*) whereby he promised to pay — months after the date thereof (*n*) to me or my order (*o*)

(*h*) See p. 28, n. (*e*).

(*i*) *Or*,—has not been accepted by the said (*intended acceptor*), who has refused to accept the same, although duly presented to him for that purpose.

(*k*) *Or*,—indorsee.

(*l*) See n. (*d*), p. 28.

(*m*) See n. (*f*), p. 28.

(*n*) *Or*,—on demand.

(*o*) *Or*,—to me and [C. D.,] my co-partner [in trade] or to our order.

*Or*,—to the order of W. C. & Co. (*the firm as stated in the bill*), who duly indorsed the same to me.

[the sum of] — pounds, and interest thereon after the rate of — pounds per centum per annum, at a certain day now past (*p*).

---

### No. XLVI.

#### *On a Note payable by Instalments.*

*Proceed as in the last form down to the words "to pay," and then add—* to me or my order the sum of — pounds [with lawful interest (*g*)] in manner following, namely, the sum of — pounds, part thereof, on the — day of — 18—, the further sum of — pounds, another part thereof, on the — day of — last past; and the residue thereof on the — day of — last past, for value received; AND I further say (*r*) that the said several instalments have respectively become due and payable to me (*s*).

---

### No. XLVII.

#### *Indorsee against Maker.*

FOR principal, &c. (*as above*), due to me as indorsee of a certain promissory note, bearing date, &c., and made by the said (*debtor*) for the payment of — pounds to the order of the (*payee*) — months after the date thereof and by the said (*payee*) indorsed to me (*t*).

---

### No. XLVIII.

#### *Indorsee against Indorser.*

FOR principal, &c. (*as before, down to "made" and then add—*) by (*the maker*) payable (*u*) to the (*payee*) or his order (*x*) at a certain day now past (*y*), and by the said (*payee*) indorsed to me, and which said note has been refused payment by the said (*maker*).

(*p*) If the date of the note be previously stated, by which it can be seen when the day of payment has passed, the last six words should be here omitted.

(*g*) If the rate of interest is stated in the note, here follow the words of the last form—**with interest thereon after the rate, &c.**

(*r*) If only one instalment has become due, instead of the residue of this clause, substitute—that the first —*or*, other of the said instalments has become due and payable to me at a certain day now past.

*Or*, if all the instalments become payable on non-payment of the first, instead of the last clause, say—that the said (*debtor*) has not paid the said first instalment or sum of — pounds; whereby the whole of the said sum of — pounds (*the whole debt*) has become due and payable to me.

(*s*) See variations in the preceding forms relating to bills of exchange when made payable to the deponent and his co-partners or other persons.

(*t*) If endorsed more than once, here state—indorsed to (*the first indorsee*) who indorsed the same to me.

(*u*) *Or*,—whereby the said (*debtor*) promised to pay.

(*x*) *Or*,—to the order of me (*the payee*).

(*y*) *Or*,—at sight—*or*, — days after sight—*or*, on demand.



## (3.) ON CHEQUES.

No. XLIX.

*Payee or Bearer against Maker.*

FOR principal money due to me as payee (*z*) of a certain banker's cheque drawn by the said (*debtor*) on Messrs. A. B. & Co. (*a*) for the payment of — pounds to me (*b*) on demand, and which said cheque has been refused payment by the said Messrs. A. B. & Co. (*c*).

---

## (D.) GENERAL SUBJECTS.

No. L.

*For Money in Exchange of Property.*

FOR money which the said (*debtor*) agreed to pay me, together with a horse (*d*) of the said (*debtor*) in exchange for a horse of mine delivered by me to the said (*debtor*), and at his request.

---

No. LI.

*For Use and Occupation.*

FOR the use and occupation of a certain messuage or dwelling-house (*e*), garden, and hereditaments, with the appurtenances (*f*) of mine, and held and enjoyed by the said (*debtor*) at his request, as tenant thereof to me for — months, expiring on the — day of — last past (*g*).

---

No. LII.

*For Double Rent.*

FOR double rent of a certain messuage or dwelling-house and garden (*h*) and hereditaments (*i*) of mine, held and enjoyed by

(*z*) Or,—bearer.

(*a*) Or,—A. B. and Company—or, the — Joint Stock Banking Company, Limited—or, according to the style or title of the company or firm.

(*b*) Or, to (*payee*) or order—or, bearer and by him the said (*payee*) transferred and delivered to me.

(*c*) Or,—by the said Joint Stock Banking Company, or as the case may be.

(*d*) Or,—a cow—or, divers sheep—(or other things).

(*e*) Or,—farm and lands—or, certain shops or warehouses—or, rooms and apartments.

(*f*) If furnished, here add—together with certain furniture, and other goods and chattels,—and, if so, other necessary articles and things. If for board also, see *post*, p. 33.

(*g*) Or,—other term—or, for a long time now elapsed.

(*h*) Or,—farm and lands.

(*i*) Or,—other property, as the case may be.

the said (*debtor*) as tenant thereof to me, and at his request, at the yearly rent of — pounds, payable half-yearly (*k*), for one half-year ending at — last, and which said half-year's (*l*) rent accrued due after the expiration of a certain notice duly given to me by the said (*debtor*) that he the said (*debtor*) would quit the said dwelling-house and premises on — and whereby the said tenancy was duly determined (*m*).

---

No. LIII.

*For Wharfage and Warehouse room.*

FOR the wharfage' (*n*) of certain goods and chattels of the said (*debtor*) (*o*) upon my wharfs, warehouses, buildings, and premises (*p*) for the said (*debtor*) and at his request.

---

No. LIV.

*For the Hire of a Horse and Carriage, and for the Standing of Carriages, Goods, &c.*

FOR the use and hire (*q*) of a certain horse and carriage (*r*) let to hire and delivered by me to the said (*debtor*), and at his request, and by him (*s*) had and used, and for the standing of carriages kept and taken care of by me for the said (*debtor*) and at his request.

---

No. LV.

*For Use of Pasture and Eatage.*

FOR the use of certain pasture land belonging to me, and the eatage of the grass and herbage thereof, let by me to the said (*debtor*), and at his request, and by him the said (*debtor*), had and used for the depasturing of [divers sheep and other] cattle.

(*k*) Or,—quarterly.

(*l*) Or,—quarters.

(*m*) If the notice was given by the landlord to the tenant, the claim would be for double value.

(*n*) Or,—warehouse room (*or*, both).

(*o*) If so, but if not—deposited, stowed, and kept by me in and upon my warehouses, buildings, and premises.

(*p*) If provided by the deponent, here substitute—found and provided by me.

(*q*) "Hire" imports a contract: *Shelford v. O'Brien*, 5 D. P. C. 173.

(*r*) Or,—of divers horses, mares, and geldings, *or*, divers chaises and other carriages, *or*, of certain goods and chattels, or other things, naming them, *or*, of certain lighters and other vessels.

(*s*) Add, if desired—the said debtor.

## No. LVI.

*For the Use of a Dairy.*

FOR the use and employment of a certain dairy of cows belonging to me, and by me let to hire and delivered to the said (*debtor*), and at his request, and by the said (*debtor*) held and enjoyed as tenant thereof to me for six months (*or other term*) now elapsed.

## No. LVII.

*For Demurrage.*

FOR the use of a certain ship or vessel belonging to me (*t*), held and retained on demurrage and otherwise for a long time now elapsed, by the said (*debtor*) and at his request.

## No. LVIII.

*For Wages or Salary.*

FOR wages (*y*) due and payable from the said (*debtor*) to me, for services rendered and performed by me for the said (*debtor*), as the hired servant of the said (*debtor*) (*z*) and on his retainer.

## No. LIX.

*For Board and Lodging.*

FOR meat, drink, lodging, washing, firing, candles (*a*), attendance, and other necessities found and provided by me (*b*) for the said (*debtor*) at his request (*c*).

## No. LX.

*For Board and Education.*

FOR meat, drink, lodging, maintenance, and education (*d*), found and provided by me for the said (*debtor*) and at his request.

(*t*) *Or*,—whereof I this deponent am—*or*, was, master, *if so*—with divers goods, furniture, and effects, in and on board the same.

(*y*) *Or*,—salary.

(*z*) *Or*,—as clerk to—*or*, as the master and commander of,—*or*, as mariner on board a certain ship or vessel belonging to the said (*debtor*) called the Dart.

(*a*) These classes of words must be varied according to the circumstances.

(*b*) *Or*,—if so—as an innkeeper,—*or*, hotel keeper,—*or*, lodging-house keeper.

(*c*) *Or*,—for the said (*debtor*), and (*if so*) divers other persons, and at his request.

(*d*) And, if so,—for washing, and for clothes and other necessities, for J. R., the infant son,—*or*, daughter,—*or*, illegitimate child—of the said (*debtor*).

## No. LXI.

*For Money Lent, Paid, Received, or Due on Account Stated.*

FOR money lent and advanced by me (e) to the said (debtor) at his request (f).

---

## No. LXII.

*For Interest.*

FOR interest due and payable to me from the said (debtor), upon and for the forbearance at interest by me to the said (debtor) and at his request, for divers spaces of times of moneys due and owing from him [the said (debtor)] to me, and which interest the said (debtor) contracted and agreed with me to pay me.

---

## No. LXIII.

*For Goods Sold and Delivered.*

FOR GOODS (g) sold and delivered by me (h) to the said (debtor) (i) and at his request [if the affidavit be made by executors, &c., add] as I verily believe.

---

## No. LXIV.

*For Work and Labour.*

FOR work and labour done and performed, and for materials for the same, found and provided (k) by me (l) for the said (debtor) and at his request.

---

## No. LXV.

*For Work as an Agent.*

FOR work and labour, care and diligence, done, performed, and bestowed by me, as the agent of, and for, the said (debtor) and on his

(e) Or,—paid, laid out and expended by me for the use of.

(f) Or,—for money received by the said (debtor) for my use—or, for money found to be due from the said (debtor) to me upon the balance of an account stated and settled by and between us—or, between the said (debtor) and me this deponent.

(g) Or,—a horse, a gelding, sheep, cattle,—or, other things.

(h) Or,—for certain fixtures and chattels—or, the goodwill of a business bargained, sold, relinquished, and given up by me—or, by the said J. R., deceased, in his lifetime, according to the circumstances.

(i) Or,—to and for the use of the said (debtor).

(k) And (if so) for journeys made and taken in and about such work.

(l) And, if so, my said co-partner, and our servants—or, if by an executor—by me and the said J. R., now deceased, in his lifetime.

retainer [and, *if so*, for commission and reward due, and of right payable from the said (*debtor*) to me in respect thereof].

---

No. LXVI.

*For Tithe Rent-charge.*

FOR one year's rent-charge in lieu of the tithes of corn and grain which arose and grew upon or out of certain lands and hereditaments in (*m*) the occupation of the said (*debtor*), bargained and sold (*n*) to the said (*debtor*) by me for the term of one year (*or other period*) now elapsed, and at his request and by the said (*debtor*) taken and retained to his own use.

---

No. LXVII.

*For Agistment, and for Horse-keep and Stabling.*

FOR agisting, feeding, keeping, and depasturing certain horses (*o*) by me for the said (*debtor*) and at his request, and for corn, hay, fodder, stabling, care, and attendance found, provided, used, and bestowed by me in and about the feeding, keeping, and lodging of divers horses, mares, and geldings (*or any of them*) for the said (*debtor*), and at his request.

---

No. LXVIII.

*For Work as a Solicitor.*

FOR work done by me as a solicitor in and about the soliciting and prosecuting (*p*) several causes, suits, matters, and things for the said (*debtor*), at his request and on his retainer (*q*).

---

No. LXIX.

*For Work as a Surgeon and Apothecary.*

*Proceed as in the last form down to the words as "a solicitor," and then add—As a surgeon in and about the performing of divers neces-*

(*m*) *Or*,—late in.

(*n*) *Or*,—demised.

(*o*) *Or*,—sheep—*or*, cattle.

(*p*) *Or*,—soliciting and defending—*or*, soliciting, prosecuting, and defending.

(*q*) And (*if so*), for materials for the same, provided by me for the said (*debtor*), and on his retainer,—and (*if so*) for fees due and payable to me in respect thereof—*or*, in and about the drawing, copying, and ingrossing of several deeds, documents, and writings—and (*if so*), for money paid by me for the use of the said (*debtor*)—and (*if so*), for several journeys had and taken—and (*if so*), in and about divers other business, matters, and things transacted, done, and performed by me for the said (*debtor*) and at his request.

sary operations on, and treating, healing, and curing the body of the said (*debtor*) (*r*) of divers diseases, disorders, and maladies [under which she (*s*) respectively laboured and languished] for the said (*debtor*), and at his request; and for fees due and payable to me in respect thereof (*t*).

---

### No. LXX.

#### *As a Notary.*

*Proceed as in the foregoing form down to the words "as a solicitor," and then add—*As a notary in and about, the translating, transacting, and copying divers records, charters, writings, and other documents [and, *if so*, in and about divers other business, matters, and things transacted] done and performed by me for the said (*debtor*), and at his request.

---

### No. LXXI.

#### *As an Architect, &c.*

FOR work and labour done and performed by me as an architect (*u*) for the said (*debtor*), and at his request [and, *if so*, in and about other business, matters, and things, of the said (*debtor*) done and performed by me for the said (*debtor*), and at his request] and for journeys and attendances made, taken, and performed by me in and about the business of the said (*debtor*) [and, *if so*, for materials therein found and provided by me for the said (*debtor*)], and at his request. [*If done by commission, here add the clause in form, ante, applicable to an agent, page 35, No. LXV.*]

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### No. LXXII.

#### *As an Undertaker.*

FOR work done by me as an undertaker of funerals, in and about the funeral of A. B. deceased (*x*), on the retainer and at the request of the said (*debtor*), and for a hearse, coaches, horses, materials, and other (*y*) necessary things by me used and applied in and about the furnishing and conducting of the said funeral for the said (*debtor*), and at his request.

(*r*) *Or*,—*if so*,—the body of A. B., the wife—*or*, infant son—*or*, daughter,—*or*, servant—*or*, the bodies of divers other persons.

(*s*) *Or*,—they,

(*t*) *If by a surgeon and apothecary, here add—*and also for divers medicines, chattels, and other things found and provided, administered, applied, and delivered by me and my servants and assistants to and for the said (*debtor*) and at his request.

(*u*) *Or*,—surveyor—*or*, auctioneer and appraiser.

(*x*) *Or*,—of a certain person.

(*y*) *Or*,—divers hearses.

## No. LXXIII.

*As a Coachmaker.*

FOR work and labour, care, and diligence, done performed, and bestowed [and, *if so*, for divers materials found, provided, and used by me] in and about altering, repairing, and cleansing the carriage (z) of the said (*debtor*), and at his request.

---

## No. LXXIV.

*As a Shipwright.*

FOR work, &c., materials, &c. (*as in the last form*), found, provided, and used by me [and my servants] in and about the altering, repairing, and cleansing the ship or vessel called "The Dart," whereof the said (*debtor*) was the master [and commander] at the request and by order of the said (*debtor*).

---

## No. LXXV.

*As a Dancing Master.*

FOR work and labour, care, diligence, and attendance, done, performed and bestowed by me as a professor of dancing, in and about the teaching and instructing one A. B., the infant son (a) of the said (*debtor*), in the art and accomplishment of dancing, for the said (*debtor*) and at his request.

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## No. LXXVI.

*As a Schoolmaster.*

FOR work and labour, care, diligence, and attendance, done, performed and bestowed by me as a schoolmaster, and by my servants and teachers, in and about the teaching and instructing of one A. B., &c. (*as in the last form*) (b), in reading, writing, and arithmetic, good manners, and other useful and necessary qualifications and accomplishments, at the request of the said (*debtor*): And also for divers books, pens, and other necessary materials and things, provided, used, and employed by me in and about such work and labour for the said (*debtor*), and at his request. [If for board and lodging also, here add the form in page 33, No. LIX.]

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## No. LXXVII.

*As a Nurse.*

FOR work and labour, care, diligence, and attendance, done,

(z) Or,—chaises.

(a) Or,—daughter—or, illegitimate child.

(b) Or,—divers infants and persons.

performed, and bestowed by me in and about the nursing, instructing, and taking care of one A. B. the infant son, &c. (*as in p. 37*).

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No. LXXVIII.

*As a Factor, &c.*

For work and labour, care, diligence, and attendance, done, performed, and bestowed by me as the factor and agent of, and for, the said (*debtor*), in and about the selling and disposing of divers goods and chattels (*e*) for him the said (*debtor*) and at his request, [and, *if so*, in and about paying and discharging certain duties and charges of, or upon certain goods, wares, and merchandizes of, and for the said (*debtor*).]

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No. LXXIX.

*As a Carrier.*

For the carriage (*d*) and conveyance (*e*) of certain goods and chattels carried and conveyed by me (*f*) for the said (*debtor*), and at his request.

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No. LXXX.

*For Freight, Primage, or Average.*

For freight (*g*) due from and payable by the said (*debtor*) to me upon, for and in respect (*h*) of the carriage and conveyance of certain goods and chattels (*i*) from divers places to divers other places (*k*), for the said (*debtor*) and at his request.

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No. LXXXI.

*As an Insurance Broker.*

For work done by me as an insurance broker, in and about the

(*c*) *Or*,—goods, wares, and merchandizes; and (if so), in and about certain other commissions, dealings, and business.

(*d*) *Or*,—lighterage.

(*e*) *Or*,—tonnage.

(*f*) *Or*,—if so,—carried and conveyed in certain lighters and other vessels [*or*,—in certain boats or barges in and upon a certain canal from London to Bristol] and shipped and landed in and out of the same.

(*g*) *Or*,—balance of freight—*or*, primage and average.

(*h*) These words must be adapted to the fact.

(*i*) *Or*,—wares, and merchandizes, carried and conveyed by me in and on board of a certain ship or vessel called “the Vine,” whereof I was master and commander.

(*k*) *Or*,—if the places are known with certainty, name them, as—from London to Cork.



writing, drawing and making out of divers policies of insurance of divers ships and vessels (*l*) for the said (*debtor*) and at his request.

## No. LXXXII.

*For Passage Money.*

FOR the passage of the said (*debtor*) (*m*) from London to Quebec (*n*), in and on board a certain ship or vessel belonging to me (*o*), and at his request.

## SECTION 3.†

JURATS (*p*).

## No. LXXXIII.

*If sworn in Court,—*

SWORN in Court (*q*) at the Royal Courts }  
of Justice,

*Or*,—if on circuit, at W. in the county of H.

*Or if before a Judge at chambers (or at his private residence),—*

At the Judge's chambers, in the Royal }  
Courts of Justice, London,

*Or*,—at my house in — Square, in the }  
county of Middlesex,

*Or, if before a chief clerk,—*

At the chambers of Mr. Justice —, }  
Royal Courts of Justice.

*Or, if before a Master,—*

At the master's room, No.—, Royal }  
Courts of Justice, London.

*Or, if before a Commissioner,—*

At the city of Bristol, }  
*Or*,—at W., in the county of D.

(*Adding in all cases*) this — day of — 18—.

(*l*) *Or*,—goods, wares, and merchandizes; and (*if so*) in and about the causing and procuring of divers persons to insure divers sums of money on the said ships or vessels, —or, goods, wares, and merchandizes.

(*m*) And (*if so*) other persons.

(*n*) *Or*,—from divers places to divers other places.

(*o*) *Or*,—whereof I was master and commander; and (*if so*) for meat, drink, and other necessaries found and provided by me for the said (*debtor*).

(*p*) The following are some of the Jurats in ordinary use. For the more special ones—and there is a variety—the practitioner is referred to the useful publications by Ford and by Braithwaite on Oaths.

(*q*) *Or*, if the Court be not mentioned at the top of the affidavit—in the — Division of the High Court of Justice.

*The commissioner or other person administering the oath, signs his name at the foot of the jurat thus:—*

Before me,  
(Signature.)

- (If before a Commissioner (r)) A commissioner to administer oaths in the Supreme Court of Judicature (s),  
(If in Court). . . . omit “before me” and in lieu of signature, the words are “by the Court.”  
(If before a Judge) . . . the words “before me” are not necessary.  
(If before a Master). . . after the signature add “a master of the Supreme Court.”  
(If before a Chief Clerk) . after the signature add “Chief Clerk” (t).
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#### No. LXXXIV.

*When the affidavit is made by two or more deponents, and they are both sworn at the same time and before the same commissioner, the jurat should run thus:—*

SWORN by both, or all—the above named }  
deponents severally at, &c. (as above). }

*But when the deponents are sworn separately at different times and before different commissioners, the jurat must run thus:—*

(Signature.)

SWORN by A. B. the above named deponent, }  
at, &c. }

Or,—SWORN by the above named deponent }  
A. B. at, &c. }

(r) The Commissioner or other person must add (not necessarily in his own handwriting) his full official character and description.

(s) It is not necessary to add the words “in England.”

(t) No alterations can now be made *after* the affidavit has been sworn, much less initialled by the Commissioner, and in all cases, therefore, where after-alteration becomes necessary, the affidavit must be re-sworn.

Whenever an affidavit is *re-sworn*, the prior Jurat must *not* be struck out, but it may be struck out and another added, stating it to be sworn (*not re-sworn*) as in the first instance. The Commissioner before whom the affidavit is last sworn initialling that one which is struck out.

A note should be appended to the affidavit showing on whose behalf it is filed: Rules of Supreme Court, 1883, Ord. 38, r 10, and Ord. 66, r. 7 (k), thus:

**This affidavit is filed on behalf of the plaintiff—or, defendant—or, petitioner—or, respondent—or, A. B.—or, as the case may be.**

Exhibits must also be signed by the Commissioner. For the forms of Exhibits see *post*, tit. “Exhibits.”

## No. LXXXV.

*When the deponent is a marksman, the following words should be added immediately after the date :—*

This affidavit—having been first read over by me, *or*,—in my presence—to the above-named deponent A. B., who seemed perfectly to understand the same, and who set his, *or*—her—mark thereto in my presence. }

*So if the deponent be blind or deaf and dumb, the jurat must be a special one, the following words being, in like manner, added after the date.*

*If made by a blind person—*  
the above written affidavit having been first truly, audibly, and distinctly read over by me—*or*, in my presence (*as the fact may be*)—to the above-named deponent, A. B., who is blind, and who declared he perfectly understood the same, and set his mark thereto—*or*, signed the same—in my presence. }

*If made by a deaf or dumb person,—*  
The above written affidavit having been first carefully read over by the above-named deponent, A. B. (*u*), who signified to me that he perfectly understood the same, and signed his name—*or*, set his mark thereto—in my presence. }

## No. LXXXVI.

*So when the deponent is a foreigner, the following special jurat becomes necessary :—*

the same [*or*, the contents of the above written affidavit] having been previously read over and explained to the above-named deponent A. B. in *the national language*, as the French [*or*, Italian *or*, *other*] language by (*the interpreter, adding his place of residence and addition*), who was also first duly sworn to the true interpretation thereof [*or*, who was also first duly sworn truly to interpret the same]. }

*The interpreter should have the following oath administered to him*

(*u*) Sometimes these parties cannot read. In such cases, the Jurat must be varied thus—the contents of the above written affidavit having first been carefully and deliberately conveyed and explained by A. B., his usual attendant and guide, by means of motions and signs to the above-named deponent, who is deaf and dumb, and who signified that he perfectly understood the same, and set his mark thereto in my presence.

before the deponent is sworn; but it may be done afterwards. If before:—

You swear that you will truly interpret this affidavit to the deponent A. B.; and that you will also truly interpret the oath to be taken by him.

*If sworn after the interpretation:—*

You swear that you have truly interpreted this affidavit to the deponent A. B., and that you have also truly interpreted the oath taken by him.

## AFFIRMATION. (v)

No. LXXXVII.

In the, &c. (*Title as in an Affidavit (w).*)

I, A. B., of ——— (x), do solemnly, sincerely, and truly affirm and declare, that the taking of any oath is, according to my religious belief, unlawful; and I do also solemnly, sincerely and truly affirm and declare as follows, that is to say:—

I (*state the facts which the affirmant affirms as in an affidavit*)  
(*affirmant*)

Solemnly affirmed (y) at ——— in the county (z) of ——— on the ——— day of ———, 18—.

Before me

(*Signature*).

A Commissioner, &c. (*or as the case may be, see p. 40*).

Filed on behalf of ———.

## APPOINTMENT.

No. LXXXVIII.

*Of an Arbitrator under the Lands Clauses Act, 1845 (a).*

WHEREAS I, the undersigned (*the landowner*), of, &c., Grocer, did, on or about the ——— day of ———, 18— receive a notice in writing from the ——— Water Works (b) Company (copies of which notices are hereunto annexed), requiring certain lands therein mentioned for the purposes of the said ——— Water Works Company, as to the sum of money to be paid to me for the purchase of the same,

(v) This is the general form given by the Common Law Procedure Act, 1854 (17 & 18 Vict. c. 125), s. 20 (unrepealed); but if there is any set form of words prescribed by a statute applying to the particular case, the precise words must be used.

(w) See the headings to the various affidavits throughout this collection.

(x) Insert place of abode and addition.

(y) The Commissioner, or other officer taking the affirmations, should satisfy himself of the sincerity of the objection to be sworn in the usual way.

(z) *Or,—city.*

(a) See s. 25 of the Act (8 & 9 Vict. c. 18).

(b) *Or, other company.*

and for the compensation for injury by severance and other the damage sustained [or to be sustained] by me by reason of the execution of the works of the said — Water Works Company; AND WHEREAS, by a notice in writing under my hand bearing even date herewith, and directed to the said company, containing the several particulars prescribed in that behalf in “The Lands Clauses Consolidation Act, 1845,” I have signified to the said company my desire to have the question of compensation in relation to the matters in the said notice contained, settled by arbitration. Now, therefore, in pursuance of the provisions of the said Lands Clauses Consolidation Act, 1845, I do hereby nominate and appoint C.D., of, &c., surveyor, to be the arbitrator on my behalf, of and concerning the premises.

As WITNESS my hand this — day of —, 18—.

(Signature.)

### No. LXXXIX.

#### *Of a Parliamentary Election Agent by Candidate (c).*

Election for the — (d) of — 18—.

I (*candidate*), of —, a candidate at the present election to serve in parliament for the — (d) hereby name and appoint Mr. — of — my agent for the above election.

Dated the — day of —, 18—.

(Signature of candidate.)

### No. XC.

#### *Of a Coroner (e).*

TO ALL TO WHOM these presents may concern.

I (*the appointor*), of, &c., esquire, lord of the liberty and manor of B. and of the hundred of F., comprising the several parishes, tythings, and places following, namely, F., G., H., and K., in the county of D.

KNOW YE that, in pursuance of the power and authority in me vested, I, the said (*appointor*) [HAVE nominated, constituted, and appointed, and] by these presents DO nominate, constitute, and appoint (*the coroner*), of, &c., gentleman, to act as coroner for the said

(c) Only one election agent can be appointed for each candidate, but the election agent may appoint sub-agents for polling districts, a declaration in writing of their names and addresses being given by him to the returning officer one clear day before the polling: see ss. 24, (1), (2), (4), 25 (1), (2), (3), 26 (1) of the Corrupt and Illegal Practices Act, 1883 (46 & 47 Vict. c. 51). It is better that the above appointment should be in writing. For the form of declaration of this appointment to be given to the returning officer, see post title “*declarations*”. There can be no payment to an election agent employed at a *municipal* election, see s. 13 (1) of 47 & 48 Vict. c. 70.

(d) *county—or, borough—or, division of the county—or, borough.*

(e) Stamp varies with the amount of the annual salary, fees, or emoluments: see Stamp Act, 1870, tit. Admissions.

liberty and manor of B. and hundred of F.; AND, as far as in me lies, do likewise give and grant him full power and authority to take the inquisition and inquisitions of the deaths, whenever they may happen, of all or any person or persons who shall come to any sudden or unnatural death or deaths within the said liberty, manor, and hundred aforesaid; AND ALSO to do, perform, and execute all other acts, matters, and things whatsoever, pertaining to the said office of coroner for the said liberty, manor, and hundred aforesaid, according and conformable to the several Acts of Parliament now in force and [which hereafter, during his said office, shall be in force] relating thereto as is required and ought to be done, executed, and performed in all things according to the true intent and meaning thereof; AND ALSO to take and receive all lawful fees and allowances whatsoever to become due and payable for or in respect of the execution of the said office of coroner.

GIVEN under my hand this — day of —, 18—.

(*The appointor.*)

—

## No. XCI.

### *Of a Steward (f).*

KNOW ALL MEN by these presents, That I (*the constituent*), of, &c., esquire, lord of the manor [or reputed manor, lordship, or royalty] of W., in the county of D., Do hereby nominate, constitute and appoint (*the steward*) of, &c., gentleman, to be the steward of all my manors [or reputed manors, lordships, and royalties] of C., B., and D., situate at, &c., and of all other my manors, lordships, and royalties in the county of K., or elsewhere;

AND I do hereby give and grant unto the said (*steward*) [the office of steward of the said manors, lordships, or royalties, with] full power and authority to hold all such manorial and other courts as usually and customarily have been, and of right ought to be, holden within the said manors, lordships, or royalties, or either of them, AND ALSO to take and receive to and for my (*g*) use and benefit all fees, profits, and perquisites whatsoever thereto rightfully belonging, or duly arising therefrom respectively;

AND ALSO for me, in my name, and for my use, to ask, demand, levy, sue for, recover, and receive all the customary and other rents, fines, heriots, and amerciaments whatsoever rightfully issuing out or payable in respect of the lands and hereditaments of and belonging to the said manors, lordships, or royalties and incident thereto; AND ALL goods, waifs, estrays, deodands, privileges, issues, and profits whatsoever rightfully arising, happening, or accruing within the said manors, lordships, or royalties respectively;

(*f*) Stamp varies with the annual salary, fees, or emoluments: see Stamp Act, 1870, tit. Admissions.

(*g*) Or, "for his own use and benefit."

AND ALSO to do, perform, and execute all such other matters and things as any ways relate to or concern the said office of steward of the said manors, lordships and royalties respectively :

TO HAVE, hold, use, exercise, and enjoy the said office of steward of the said manors, lordships or royalties, unto the said (*steward*) [by himself or his lawful deputy or deputies in that behalf], from the day of the date hereof, during my will and pleasure, but no longer :

IN WITNESS whereof, I have hereunto set my hand and seal this — day of —, 18—.

SIGNED, &c. (*as at p. 55*).

(*The principal.*)  
(L. S.)

## No. XCII.

### *Of a Gamekeeper (h).*

KNOW ALL MEN by these presents, THAT I (*the principal*), of, &c., esquire, lord of the manor [lordship and royalty] of D., in the county of W., Do hereby nominate, constitute, and appoint (*the gamekeeper*), of M. aforesaid gamekeeper, to be, during my will and pleasure, the [head] gamekeeper of, in and upon, ALL MY manors [reputed manors, lordships and royalties] of (*naming them*) (*k*), with all the franchises, liberties, rights, members and appurtenances thereto [respectively] belonging ; AND for me, and for my use, to keep and preserve all the winged game and wild fowl, and the nests and eggs thereof, and all other game and conies, which for the time being [and from time to time] may be, or be found in or upon my said manors [or reputed manors, lordships, or royalties] or any, or either of them, or any part thereof respectively (*l*) ; AND ALSO, from time to time to take and kill (*m*) the same for my sole use and [immediate] benefit (*n*), under my orders and directions ; AND I do also give and grant unto the said (*gamekeeper*), as such my gamekeeper as aforesaid, full power and authority for me, and in my name, to take and seize, for my use, all greyhounds, setters, lurchers, sporting, and other dogs, ferrets, guns, bows, trammels, haves, nets, wires, harepipes, snares, or other

(*h*) Stamp 10s. This document must be filed in the office of the Clerk of the Peace for the county in which the manor is situate.

(*k*) Or, if the appointment be of *part* of a manor, say—*district and division of the parish—or, tything, hamlet, or place—of W., being part of my said manor, lordship, or royalty of D.* If in Wales, say—*manor, lordship, or royalty of W., in the county of D., in the principality of Wales.*

(*l*) If the deputy is to have a similar power over a river or fishery, of which the lord is owner or occupier, the following clause may be added—*And also to seize, detain, and keep for my own use all rods, nets, angles, leaps, pitches, and other engines, which shall be found, used, laid up, or in the custody or possession of any person or persons whomsoever using the same, without my consent, within my said manor [or reputed manors, lordships, or royalties], or such precincts thereof as aforesaid.*

(*m*) If not authorised to kill game, make the necessary alterations in the wording.

(*n*) If the manor is likely to be let instead of being for the owner's use, substitute—*for the use and benefit and under—the orders and directions of such person or persons as I shall direct or appoint in my stead.*

animals and engines, implements, and devices whatsoever found in or upon my said manors [or reputed manors, lordships, or royalties], or any or either of them, set or used for the purpose of taking or killing or in pursuit of hares, pheasants, partridges, or other game or wild fowl whatsoever, and conies, or the nests or eggs thereof, which shall be used within the precincts of my said manor, by any person or persons, who by law shall be prohibited from keeping or using the same, or who shall not be duly qualified or authorised to use the same within my said manor; AND I hereby further give and grant unto the said (*gamekeeper*) full power and authority, during my said will and pleasure, to do all and every such act or acts, thing or things whatsoever, on my behalf, and for my use, as I may from time to time order and direct, and are necessary for the preservation of the game (*o*) and wild fowl within my said manors [or reputed manors, lordships, or royalties] and for the discovery, prosecution, and conviction of unqualified or unauthorised persons found thereon [or on any or either of them] destroying, injuring, taking, or pursuing either the winged or other game or wild fowl, or the nests or eggs thereof, or any other game or conies (*p*), or otherwise offending the laws of this realm for the time being, relating to game, wild fowl, or conies (*q*).

GIVEN under my hand and seal, this — day of —, 18—.

SIGNED, &c. (*as at p. 55*).

(*The principal.*)

(L. S.)

### No. XCIII.

#### *A Shorter Form (r).*

KNOW ALL MEN by these presents, That I (*the appointor*), of, &c., esquire, lord of the manor of B., in the county of C., Do hereby appoint (*the keeper*), of, &c., my gamekeeper of and for my said manor of B. during my pleasure; AND I hereby authorise him to seize, take and retain for my use and purposes all guns, dogs, ferrets, nets, snares and engines whatsoever belonging to, or used, within my said manor, for the purpose of taking, killing, destroying or damaging any hares, pheasants, or other game within the said manor, by any person or persons not being qualified by law or not having my permission for so doing: AND I hereby employ and give you [the said (*keeper*)], during my will and pleasure, full power and authority to hunt, hawk, course, shoot, kill, and take, for my use and purpose, all kinds of game, rabbits, and wild fowl found within my said manor.

IN WITNESS whereof I have hereunto set my hand and seal, this — day of —, 18—.

SIGNED, &c. (*as at p. 55*.)

(*o*) If so,—and, fish.

(*p*) If so,—or, fish, or the spawn or brood thereof.

(*q*) If so,—or, fish.

(*r*) Stamp 10s.



## APPRENTICESHIP.

## No. XCIV.

*An Indenture of Apprenticeship to a Tradesman (s).*

THIS INDENTURE WITNESSETH that (*the apprentice*) minor of the age of — years, on the — day of — last (*t*), son of (*the father*) of, &c., grocer (*u*), with the consent of his said father, testified by his executing these presents, DOTH put, place, and bind himself (*x*) to (*the master*), of, &c., ironmonger (*y*), to learn his art, and with him after the manner of an apprentice, to serve from the [day of the date hereof] for the term of — years thence next following, and to be fully complete and ended. DURING which term (*z*) the said apprentice, his master shall faithfully serve, his secrets keep, and his lawful commands everywhere (*a*) gladly do; HE shall do no damage to his said master, nor see it done by others, but to his power shall tell or forthwith give warning to his said master of the same; HE shall not waste the goods of his said master nor lend them unlawfully to any; HE shall not commit fornication nor contract matrimony within the said term; HE shall not play at cards, dice, tables, or any other unlawful games (*b*) whereby his said master may have any loss with his own goods or others during the said term, without the licence of his said master; HE shall neither buy nor sell (*c*); HE shall not haunt taverns or playhouses, nor absent himself from his

(*s*) This is the old form lacking space for the consideration and covenants, but being still in general use it is inserted here with variations. Stamp, if no premium, 2s. 6d., otherwise 5s. for every £5, or fraction of £5, of the amount or value of the premium or consideration.

(*t*) *Or*,—next.

(*u*) In the city of London an infant above fourteen years of age may bind himself to a freeman, and in case of the death of the master, his executors are bound to find another master for the apprentice.

(*x*) *Or*,—herself. If either party be a female the necessary alterations in the wording must be made throughout.

(*y*) *Or*, other trade or business.

(*z*) The master or mistress is entitled to the *whole* time, unless otherwise stipulated: *Thompson v. Havelock*, 1 Camp. 527. If, therefore, any holidays or special hours are bargained for, as they should be in the case of an outdoor apprentice, here add—daily, Sundays [holidays and special fast and thanksgiving days] excepted, from the hour of — in the morning till the hour of — in the evening during the winter months—*or*, from the — day of — till the — day of — and during the spring and summer months—*or*, from the said — day of — till the said — day of — in each year, from the hour of — in the morning till the hour of — in the evening, save only the usual hours allowed for meals—*or*, save one hour—*or*, half-an-hour during the said winter months, and one hour during the other months, for [the purpose of taking] breakfast, and one hour for his dinner—*or*, during the hours—*or*, the hours for meals, hereupon endorsed. This latter mode of stating them is best, as there is no room for it in the printed form.

(*a*) An outdoor apprentice cannot be compelled to follow if his master removes from the place where he resides when the apprenticeship takes place: *Eaton v. Western*, 9 Q. B. D. 636.

(*b*) Here may be usefully inserted—billiards, bagatelle, or any games of chance.

(*c*) So here the words—nor bet—may be desirable.

said master's service day or night unlawfully, but in all things as a faithful apprentice he shall behave himself towards his said master, and all his during the said term. AND the said (*master*) in consideration of such good and faithful services [and of the sum of — pounds sterling (*d*), to him paid by the said (*father*) upon the execution hereof (the receipt whereof is hereby acknowledged)]; HE, the said master, doth hereby for himself, his heirs, executors, and administrators, covenant with the said (*father*), his executors and administrators, that he the said (*master*), his executors, administrators, or assigns, his said apprentice in the art and business of an iron-monger (*e*) which he useth, by the best means that he can, will teach

(*d*) The consideration actually paid or given must be truly stated and in words at length, *Jackson v. Warwick*, 7 T. R. 121, and the deed cannot be given in evidence unless the party producing it can prove the fact. See 8 Anne, c. 9, s. 43. The premium is usually paid either in moieties or by instalments: one half, or a portion, on the execution of the deed of apprenticeship, and the other at the expiration of half, or lesser, or other portions of the term. In these cases this part of the deed should be varied accordingly, thus—in consideration of — pounds sterling paid—or, and secured—to be paid by the said (*father*) in manner following, namely the sum of — pounds, being one moiety thereof, upon the execution hereof (the receipt whereof is hereby acknowledged) and the remaining moiety thereof, on the — day of —, which will be in the year 18—; such last mentioned sum being secured to be paid by the acceptance of the said (*father*) of the bill of exchange of the said (*master*) bearing even date herewith;—He the (*master*), &c. (*as above*). Or, if all the premium is to be payable by instalments, it can be stated thus,—in manner following, namely the sum of — pounds, part thereof, on the — day of — next, the further sum of — pounds, other part thereof on the — day of — next; and the sum of — pounds, being the remaining part thereof, on the — day of —, in the year 18—; such several sums being secured to be so paid to the said (*master*) by the promissory note of the said (*father*) bearing even date herewith, HE the said (*master*), &c. (*as above*). When the premium, or any part of it, is thus secured, it is proper to state it on the face of the deed so as to show the true consideration for the security, and as each instalment is paid care should be taken to see that a receipt for it is duly endorsed on the back of the deed.

If no premium be paid with the apprentice, or wages are to be given, omit the words within brackets and proceed as in the form down to the word "finding," and then add, instead of the remainder of that clause: AND ALSO will pay unto the said apprentice weekly—or, monthly—the weekly—or, monthly—wages following, namely: — shillings per week during the first year; — shillings per week during the second year; — shillings per week during the third year; and — shillings per week during the last year of the said term.

In many trades, apprentices are particularly exposed to accidents, and in others such as bricklayers, carpenters, &c., works are frequently stopped during severe weather, and therefore the following stipulation is sometimes made—Provided always, and it is hereby mutually agreed, that, in case the said apprentice shall, from illness, severe weather, or other cause be prevented or unable to work for the space of — consecutive days (*usually seven*) or upwards, the said wages shall cease to be payable at the expiration of the first — days next after every such cessation of his services, and shall not again commence until such services shall be resumed. For a form of covenant providing for the return of a portion of the premium in the event of total incapacity of the apprentice through illness, see p. 248 of *Derby v. Humber*, L. R. 2 C. P. 247. The master may also protect himself against strikes and other impediments to his business by a clause such as that set out at p. 230 of *Leslie v. Fitzpatrick*, 3 Q. B. D. 229.

(*e*) The business should here be carefully stated, for otherwise he may not be compelled to work at or the master to teach him any other. It is no uncommon thing for tradesmen to follow two or more trades, and therefore there is greater neces-

and instruct, or cause to be taught and instructed; Finding unto the said apprentice suitable and sufficient meat, drink (*f*), and all other necessities, except clothes, washing, and mending his clothes, and medicine and medical attendance during the said term: And the said (*father*) in consideration of the covenants aforesaid, doth hereby covenant and agree with the said (*master*) that the said (*apprentice*) shall faithfully, honestly, and diligently serve the said (*master*) as his apprentice during the term aforesaid, and that the covenants on the part of the said (*apprentice*) hereinbefore contained shall be duly performed and observed.

IN WITNESS whereof the said parties have hereto set their hands and seals the — day of — in the year of Our Lord one thousand eight hundred and —.

Witness,

of &c., DRAPER.

(Signature.)  
(L. S.)

## ARTICLES OF CLERKSHIP.

No. XCV.

### *Affidavit of loss of Articles of Clerkship.*

In the High Court of Justice.

IN THE MATTER OF — (*g*), gentleman and articulated clerk.

I (*the deponent*), of, &c., a solicitor of the High Court of Justice, make oath and say:

1. THAT by certain articles of clerkship duly inrolled, bearing date, &c., and made between (*the clerk*) [son of (*the father*), of, &c., gentleman] of the first part,—the said (*father*) of the second part,—and me, this deponent, of the third part,—the said (*clerk*) became bound to serve me, this deponent, as an articulated clerk

for this precaution. A builder, for instance, not only carries on the business of a carpenter or bricklayer, or both, but several other businesses, as those of an excavator, plumber, glazier, slater, painter, paper-hanger, &c., and sometimes that of an architect likewise; all of which the apprentice ought to learn so far as the master can teach him, so as to qualify him for a similar business, and it is a breach of a contract of apprenticeship for a master who has covenanted to teach several trades to cease to carry on one of them as in *Ellis v. Topp*, 6 Exch. 424, where the master covenanted to teach the apprentice in the art of an auctioneer, appraiser, and cornfactor, and relinquished the trade of cornfactor; but with ordinary workmen the instruction is confined to one or two of such trades as carpenter and joiner, plumber and glazier, painter and paper-hanger, and the like.

(*f*) The master usually finds tools, and where this is the case here insert the word; but if the parent is to find all necessities, as in cases of outdoor apprentices, the words meat, drink, lodging, washing, mending, tools, and all other necessities, during the said term, should be added to the father's covenant and omitted here.

For a form cancelling an indenture of apprenticeship, see the author's Practical Forms of Agreement, p. 392, and for the form of order of two justices rescinding a contract of apprenticeship and providing for the return of part of the premium, see Form No. 11 of Schedule 38 & 39 Vict. c. 90.

(*g*) Name of articulated clerk.

in the business or profession of a solicitor of the said Court (*h*) thenceforth for the term of five years upon certain terms and conditions in the said articles of clerkship expressed :

2. I further say that the said articles of clerkship have either been stolen from the office of this deponent, or accidentally and inadvertently destroyed, lost, or mislaid, so that they cannot now be produced ; and that I, [*this deponent*,] have made [and caused to be made] many and diligent searches and inquiries for, but I have been and still am unable to find or discover, the same.

SWORN, &c. (*as at p. 10*).

(*Signature.*)

## ASSIGNMENT.

No. XCVI.

*Of a Policy of Life Assurance (i).*

(*On the Life of the Assignor.*)

THIS INDENTURE, made the — day of —, 18—, BETWEEN (*the assignor*) of, &c., Grocer, of the one part, and (*the assignee*) of, &c., Draper, of the other part; WITNESSETH, that in consideration of — pounds to the said (*assignor*), paid by the said (*assignee*), upon the execution hereof (the receipt whereof is hereby acknowledged), HE, the said (*assignor*) [by these presents] DOTH assign and transfer unto the said (*assignee*), [his executors, administrators, and assigns,] ALL THAT policy of assurance, numbered —, under the hands and seals of three of the directors of “The — Insurance Society,” and bearing date the — day of —, 18—; whereby, for the consideration therein expressed, a sum of — pounds, with all such further sum or sums of money, if any, as should be assigned to, or in respect of such policy, was assured to be paid to the executors, administrators, and assigns of the said (*assignor*), by the said society, within — calendar months next, after proof of his death, on payment of the annual premium (*k*) of — pounds in the meantime; AND ALSO all bonuses, additions, sum and sums of money whatsoever now due, and hereafter to become due and payable upon or by virtue, [or in respect] thereof; AND all the right, interest, benefit, advantage, property, claim, and demand whatsoever of him the said (*assignor*) therein or thereto: TO HOLD, receive, and enjoy the said policy moneys and premises unto and by the said (*assignee*), his executors, administra-

(*h*) If the articles were executed prior to the abolition of the Courts of Common Pleas and Exchequer, instead of the said Court, substitute—**Her Majesty's Superior Courts of Common Law at Westminster.**

(*i*) This is the old form, containing full covenants without regard to the provisions of the Judicature Act, 1873, s. 25, of the Conveyancing Act, 1881, and the statutory form in the Policies of Assurance Act, 1867. Forms with reference to these Acts will be found, *post*; and for agreements to purchase, see Forms, Nos. XLVII. and XLVIII., in the author's Practical Forms of Agreements.

(*k*) *Or*,—**sum.**

tors, and assigns, henceforth absolutely as and for his and their own property; SUBJECT, nevertheless, to the payment of the said annual premium and of all future premiums and sums whatsoever, to become payable upon or in respect of the said policy, and to the conditions, restrictions, and agreements in the said policy mentioned.

AND for the more effectually enabling the said (*assignee*), his executors, administrators, and assigns, to enforce payment of, and receive the moneys and premises hereby assigned, he, the said (*assignor*), DOth hereby irrevocably appoint the said (*assignee*), his executors, administrators, and assigns, his lawful attorney and attorneys, for him and in his name or otherwise, but for the sole benefit of the said (*assignee*), his executors, administrators, and assigns, to ask, demand and receive [from the said society, or other persons liable to pay the moneys hereby assigned (*l*); AND, on non-payment thereof, to commence and prosecute all such remedies and proceedings for recovering the same as shall be deemed necessary, or as he or they shall be advised for the recovery thereof; AND, on payment thereof respectively, to give proper releases and other discharges for the same; AND generally to do, or cause to be done, all such acts, deeds, matters and things whatsoever as he or they shall consider expedient [or be advised] for giving complete effect to the assignment hereby made; AND one or more attorney or attorneys under him or them, for the purposes aforesaid, to appoint and remove, as he or they shall think fit; He, the said (*assignor*), hereby agreeing to ratify and confirm whatsoever shall lawfully be done in or about the premises by virtue hereof:

AND THE SAID (*assignor*) doth hereby for himself, his heirs, executors, and administrators, covenant with the said (*assignee*), his executors, administrators, and assigns, that the said policy is now in full force; AND THAT the said (*assignor*) hath full and sole power to assign the same and the moneys due and to become due thereon or in respect thereof as aforesaid; AND THAT free from all incumbrances whatsoever; (*m*) AND THAT (notwithstanding any act, deed, or default of the said (*assignor*),) the said policy and moneys thereby secured shall be received and enjoyed by the said (*assignee*), his executors, administrators, and assigns, for his and their own sole and absolute use and benefit; AND THAT he, the said (*assignor*), has not done and will not do, or cause to be done, any act, matter or thing whatsoever whereby the said policy may be surrendered, assigned, charged, or avoided, or the moneys thereby secured, shall or may be or become irrecoverable; AND THAT he will not do any act whereby any additional premium upon the said policy may become charged or payable, without giving due notice thereof to the said (*assignee*), his executors, administrators, or assigns, [in order that he or they may pay the same:]

(*l*) Or,—the said sum of — pounds so assured by the said policy [to the said (*assignor*)] as aforesaid, with all sums and sum of money from time to time to become due and payable by way of bonus or otherwise in respect thereof.

(*m*) If there should be any charge upon the policy, here insert—except, &c. (*stating it*).

AND THAT the said (*assignor*), his executors, or administrators, will at any time or times hereafter, at the costs of the person or persons requiring the same, do and execute all such other acts, deeds, and things as the said (*assignee*), his executors, administrators, or assigns, shall reasonably require for the better or more satisfactorily assigning and assuring the said policy to him or them, and for enabling him or them to recover and receive the said moneys hereby assigned.

IN WITNESS whereof the said parties have hereto set their hands and seals the day and year first above written (*n*).

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No. XCVII.

*A Shorter Form (n).*

THIS INDENTURE, made the — day of —, 18—, between (*the vendor*) of, &c., Grocer, of the one part, and (*the purchaser*) of, &c., Draper, of the other part: WITNESSETH that in consideration of £— now paid by the said (*purchaser*) to the said (*vendor*), the receipt whereof the said (*vendor*) hereby acknowledges, the said (*vendor*) as beneficial owner (*o*), hereby assigns unto the said (*purchaser*) ALL that policy of assurance (*p*) effected in the name and on the life of the said (*vendor*) with the — Assurance Society, dated —, and numbered —, whereby, under the annual premium of £—, the sum of £— is assured to be paid to the executors, administrators, or assigns of the said (*vendor*) (*q*) within three months after proof of his (*r*) death as therein mentioned, and all moneys and benefits to be received by virtue of the said policy, and the full benefit thereof with power to give good receipts for all such moneys (*s*) so assured or to become payable thereunder, To HOLD the same premises assigned unto the said (*purchaser*) absolutely; AND the said (*vendor*) covenants with the said (*purchaser*) that the said

(*n*) The stamp is ad valorem on the purchase money.

(*o*) These words raise the implied statutory covenants for title (Conveyancing Act, 1881, s. 7).

(*p*) If there are several policies, say:—All those three, or,—as the case may be,—policies of assurance on the life of the said (*vendor*) mentioned in the schedule hereto and all moneys to become payable thereunder—and then in the schedule number them consecutively, and, as to each, give the date and number of policy, office in which effected, sum assured, and premium, so that should it be necessary to refer in the deed to any particular policy it can be done by simply mentioning the number of the policy as it stands in the schedule.

(*q*) If the policy is on another life, say—to the said (*vendor*) his executors, administrators, or assigns.

(*r*) In the case of another life, say—the death of (*the insured*).

(*s*) Written notice of the assignment should be given to the assurance company at their principal place of business, and their acknowledgment obtained (30 & 31 Vict. c. 144, ss. 3, 6), otherwise the assignee may be postponed or the money paid on death to the vendor's executors. If it is not intended to give any notice, a power of attorney (as in the last form) should be inserted, though, where the policy is effected on the life of the original holder, this is of little practical value, even before the Policies of Assurance Act rendered it in ordinary cases, unnecessary.

policy is now valid and in force for the said sum of £——, and that all premiums thereon have been paid down to this date, and that he, the said (*vendor*), will not do or knowingly omit or suffer anything other than the omissions to pay the premiums which are to be paid by the said (*purchaser*), his executors, administrators, or assigns, whereby the said policy may be rendered void or voidable, or whereby the said (*purchaser*) his executors, administrators, or assigns, may be prevented from receiving the moneys thereby assured, or any bonus or addition thereto or any part thereof respectively, or whereby the premium may be increased and will, if he shall do any such act or thing, indemnify the said (*purchaser*), his executors, administrators, or assigns from the consequences thereof, and pay such increased or additional premium (*t*).

IN WITNESS, &c. (*as in the preceding form*).

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### No. XCVIII.

#### *Of a Life Policy by a Separate Instrument, according to 30 & 31 Vict. c. 144 (u).*

I (*the assured, or assignee*) of, &c., Grocer, Do hereby assign unto (*the assignee*) of, &c., Draper, his executors, administrators, and assigns, THE policy of assurance (*x*) granted by The —— Assurance Society, numbered ——, and bearing date the —— day of ——, one thousand eight hundred and ——; whereby the said society assured the sum of —— pounds to be paid to the executors, administrators, or assigns, of the said (*assured*) within —— calendar months next

(*t*) If a more stringent form be desired in respect of the due payment of any increased premium, then in lieu of the covenant from the words “or whereby” substitute—And that if the said (*vendor*) shall at any time do or knowingly omit or suffer anything whereby any additional premium or payment shall become payable in respect of the said policy, then he the said (*vendor*) will from time to time thereafter pay to the said (*purchaser*), his executors, administrators, or assigns, such sum or sums of money as shall become payable as an additional premium or payment for keeping the said policy on foot [one week] at least before the first day on which such additional premium or payment shall become payable to the assurance office in respect of such policy—and if it is desired to have notice of additional premium being about to be incurred or of change of abode or of death of vendor, add—And that he the said (*vendor*) will from time to time give to the said (*purchaser*), his executors, administrators, or assigns, at least —— days’ notice in writing of his intention to do, omit, or suffer anything whereby such additional premium or payment as aforesaid will become payable, or to change his abode, and will forthwith, on being required so to do, give to him or them such information as to his abode or intended change of abode as may be required, and that the executors or administrators of the said (*vendor*) shall within —— days after his death send information thereof to the said (*purchaser*), his executors, administrators, or assigns, by letter sent through the post, addressed to him or them at his or their usual or last known place of abode in England.

(*u*) This and the next form are only suited to the simplest cases of absolute assignments.

(*x*) If the assignment be endorsed on the policy, say—the within policy of assurance for the sum of —— pounds, and omit the words subsequent to the date of the policy.

after his decease, on payment of the annual premium or sum of — pounds in the meantime:

IN WITNESS whereof, I have hereunto set my hand and seal this — day of —, 18—.

(Signature.)

L. S.

No. XCIX.

*Of a Life Policy by indorsement.*

(Under 30 & 31 Vict. c. 144.)

I (*the vendor*) of, &c., Grocer, in consideration of — pounds now paid by him to me, Do hereby assign unto (*the purchaser*) of, &c., Draper, [his executors, administrators, and assigns], the within policy of assurance granted, &c. (*y*).

IN WITNESS, &c. (*as in the preceding form*).

ATTACHMENT OF DEBT.

No. C.

*Affidavit in Support of Garnishee Order for Attachment of Debt (z).*

18— No.—.

In the High Court of Justice.

Queen's Bench Division.

Between — Judgment creditor,  
and  
— Judgment debtor.

I (*the deponent*), of &c., Gentleman, solicitor for the above-named judgment creditor (*a*), make oath and say as follows:—

1. By a judgment (*b*) of the Court in this action, and dated the — day of —, 18—, it was adjudged that the above-named judgment creditor should recover against the above-named judgment debtor (*c*) the sum of £—, and costs to be taxed, and the said costs were, by a master's certificate, dated the — day of —, 18—, allowed at £—.

2. The said judgment (*d*) still remains unsatisfied to the extent of £—, and interest amounting to £—.

(*y*) Here describe the policy as in the last form.

(*z*) This form is given in Rules of Supreme Court, 1883, Appendix B., No. 25.

(*a*) If the affidavit is made by the judgment creditor himself, or by him jointly with his solicitor, the form must be altered accordingly.

(*b*) Or,—an order, see Rules of Supreme Court, 1883, Ord. 45, r. 1.

(*c*) Or,—ordered that the above-named — should pay to me.

(*d*) Or,—order.



3. [Name, address, and description of garnishee] is indebted to the judgment debtor (e) in the sum of £—, or thereabouts (f).

4. The said (garnishee) is within the jurisdiction of this Court.  
SWORN, &c. (as in p. 10).

(Deponent.)

This affidavit is filed on behalf of —.

## ATTESTATIONS.

No. CI.

For Deeds.

SIGNED, SEALED, and DELIVERED by the within-named A. B. (g),  
in the presence of  
*Corporation* (attesting witness)

*The Seal of the sd Corporation was hereunto affixed in the presence of* of (address and description).

(e) Or,—to the said —

(f) Or,—upwards—and if the information is obtained from the judgment debtor, add—as I am informed and verily believe, see a form of affidavit in *Richardson v. Elmit*, 2 C. P. D. 9. As to the alteration of the law of bankruptcy in respect of the effect of service of a garnishee order, see Bankruptcy Act, 1883, s. 45.

(g) If by a person *deaf and dumb*, say—by the within—or, above-named A. B., who is deaf and dumb (the contents—or, purport—of the within written deed—or, indenture—having been first read over by him, who seemed fully able to read and, by means of the usual signs, perfectly to understand the same) in the presence of .

If by a *blind* person, say—by the within named A. B., who is blind (the contents of the within written deed—or, indenture—having first been carefully read over by me—or, in my presence—to him, who seemed perfectly to understand the same) in the presence of

If by an *illiterate* person, say—sealed and delivered by the within named A. B. to whom the within written deed—or, indenture—was first read over, and he made his mark thereto in the presence of, &c.

If by an *attorney*, say—by the within-named (principal), by A. B., his attorney lawfully constituted [and thereto duly authorized], for, and in the name of the said (principal) in the presence of

Or,—by the within-named (principal) by C. D., as his attorney thereunto lawfully authorized by virtue of the letter—or, power of attorney within recited—or, hereunto annexed—bearing date, &c., in the presence of

Or,—by the within-named (attorney) for, and in the respective names, and on behalf, and as the several acts and deeds of the within-named (principals) thereunto lawfully authorized, &c. (as above) .

If by a person executing for himself and others, say—by (the attorney), on his own behalf, and in the respective names and on behalf, and as the several acts and deeds of the within-named (principals), as their attorney, by virtue, &c. (as above) .

In case of alterations, say—by the within-named A. B., in the presence of (the name "William," and words—"sum of" — "hundred pounds"—and "covenant with"—in the tenth, twentieth, and thirtieth lines of the first (or other) skin—or, first (or other) side of this sheet of paper—having been first written on erasures .

Or,—(the words—"free from all incumbrances,"—in the second (or other) skin—or, second (or other) side of this sheet of paper, having been first obliterated .

Or,—the words—"George Joseph,"—between the tenth and eleventh lines,— "three shillings and six pence"—between the sixteenth and seventeenth lines of the first skin—or, side of this sheet of paper—and "fifty pounds" between the ninth and tenth lines—and "his heirs and assigns"—between the twenty-first and twenty-second lines of the second (or other) skin—or, second (or other) side of this sheet of paper—having been first interlined .

*in which the sd Corporation have caused their separate common seal to be hereunto affixed & the sd A. B. heretofore and seal the day & year*

## No. CII.

*For Wills (h).*

Signed and acknowledged by the above-named (*testator*) as and for his last will (*i*) [and testament] in the presence of us both present at the same time (*k*), who in his presence [and at his request] and in the presence of each other, have hereunto subscribed our names as witnesses,

(*Two witnesses*) (*l*).

*Or,—If the testator is blind or illiterate:—*Signed by the said testator as his last will (the same having been first read over to him in our presence), with his mark, in the presence of us, &c.

*Or,—If another person (m) signs for the testator:—*Signed by —, with the name of the said testator as his last will in his presence, and by his direction, in the presence of us, &c.

*Or,—If there have been interlineations or alterations or erasures, which have not been initialled by the testator and the attesting witnesses, add:—*The interlineation between the — and — lines of the — page, and the alterations in the — line of the — page, and the erasure on the — line of the — page, having been previously made.

## No. CIII.

*For Attested Copies (n).*

WE have [carefully] examined and compared this and the — foregoing sheets with the original ~~deed~~ (*o*) and attest it to be a true copy thereof.

DATED this — day of —, 18—.

A. B. }  
C. D. } Clerks, (*address*).

(*h*) No attestation clause is absolutely necessary, but unless grave reasons prevent it, it is well to follow the form established by use, so as to record the fact that the signature was made, or acknowledged, by the testator in the presence of the witnesses, both being present at the same time, and that they subscribed their names in his presence.

(*i*) *Or,—as a codicil to his last will.*

(*k*) *Or,—in the joint presence of us who, &c.*

(*l*) The addresses and occupations (if any) of the witnesses should be added for the purpose of facilitating the proof of the will.

(*m*) The amanuensis may be one of the attesting witnesses.

(*n*) As to the seal of the central Office of the High Court of Justice, being sufficient authentication of all copies issued from that office, see Rules of Supreme Court, 1883, Ord. 61, r. 7.

It is not usual but very proper that persons attesting the accuracy of copies of deeds or documents, should sign *each* sheet for the purpose of identity and of preventing substitution, instances of which have occurred, and which, without this precaution, can be easily effected by merely attaching the last sheet, containing the attestation, to a different copy.

(*o*) *Or,—will—or, probate—(or, other document).*

*Or*,—This and the — preceding sheets contain a true copy of the original deed (*p*), the same having been [carefully] examined and compared therewith, this — day of —, 18—, by us.

(*Signatures as above.*)

*Or*,—This and the — preceding sheets having been this day [carefully] examined and compared with the original deed (*p*) by us, we hereby attest the same to be a true and correct copy thereof.

(*Signatures as above.*)

## ATTORNMENTS (*q*).

### No. CIV.

To Mr. (*the purchaser* (*r*).)

I (*s*), the undersigned, (*the tenant*) of —, Grocer, Do hereby (*t*) in pursuance of the authority and at the request (*u*) of Mr. (*the landlord*), my landlord (*x*), attorn and become tenant (*y*) to you, the above-named (*purchaser*) from this day (*z*), at the yearly rent (*a*) of — pounds (*b*), of the dwelling-house, with the outbuildings, garden, land, and appurtenances which I (*c*) now [occupy and] rent of the said (*landlord*), situate at, &c., AND I (*d*) have this day paid you the sum of — (*e*) [on account and] in part of the said rent (*f*) henceforth to become due for or in respect of the said

(*p*) *Or*,—will—*or*, probate—(*or, other document*).

(*q*) A mere memorandum of attornment not creating any new tenancy or fresh term, but simply substituting one landlord for another, does not require a stamp, either as a lease or as an agreement: see *Doe v. Linsey v. Edwards*, 5 A. & E. 95, where the form of attornment is set out. For forms of attornment to a receiver or to sequestrators, see Daniell's Chancery Forms, 4th Ed., Nos. 1038 and 1694.

(*r*) *Or*,—mortgagee—or other party.

(*s*) *Or*, if several tenants attorn—We whose respective names are hereunder written.

(*t*) If several tenants, add—severally and respectively.

(*u*) *Or*,—with the privity and consent of (*landlord*) my landlord, testified by his signing his name in the margin hereof. And, then, in the margin the landlord will sign his name after words, such as “I consent to these attornments.”

(*x*) *Or*, if preferred, his addition can be inserted here, as—of, &c.,—Draper.

(*y*) *Or*,—tenants.

(*z*) *Or*,—from the — day of — last—or, next.

(*a*) *Or*, if several rents—at the aggregate rent—or, several rents of — pounds and — pounds.

(*b*) If there be any deductions, here add—subject to deduction of the land-tax and landlord's property tax.

(*c*) *Or*, if several—we respectively—or, of the premises in our respective occupations mentioned in the schedule hereunder written, with the appurtenances as the same now are in our respective tenures or occupations, then add a schedule divided into separate parts for each separate tenancy, and shortly describe each tenancy, the rent payable, and description of the premises.

(*d*) *Or*,—we severally.

(*e*) Usually a nominal sum—a shilling or two.

(*f*) *Or*,—our respective rents.

premises (*g*); AND I undertake to pay to the said (*purchaser*), or his authorized agent, the said rent half-yearly (*h*) as the same shall become due during my tenancy.

WITNESS my hand (*i*) this — day of —, 18—.

WITNESS.

(*Signature*).

## No. CV.

### To Tenants to Attorn.

To Mr. (*the tenant*.)

I, the undersigned (*the landlord*) (*k*) hereby authorize and request you (*l*), the above-named —, forthwith to attorn and become tenant to (*the purchaser*) (*m*) of ALL THAT the dwelling-house, with the outbuildings, garden, lands and appurtenances (*n*), which you rent of me (*o*), situate at, &c.: (*p*) AND I further authorize and request you (*l*) to pay unto the said (*purchaser*), (*m*) his heirs, executors, administrators, or assigns, all such rent as now is and hereafter shall become due from you (*q*) for or in respect of the said premises; and for so doing this shall be to you (*l*) a sufficient warrant and authority.

WITNESS my hand (*r*) this — day of —, 18—.

WITNESS.

(*Signature*.)

(*g*) If retrospective or prospective, omit the word “henceforth,” and here add—from the — day of —, last—or, next.

(*h*) Or,—quarterly—or, till such rent as is now due, and which shall henceforth become due from me—or, us respectively—so long as I—or, we respectively hold the said premises—when and as the same shall—respectively become due as aforesaid.

(*i*) Or,—Dated, &c.

(*k*) Or,—steward and agent for and on behalf of the (*landlord*) of, &c., Grocer.

(*l*) Or, if more than one—you and each of you.

(*m*) Or,—mortgagee—as a yearly tenant (*see next note*).

(*n*) Or,—All that close—or, piece—of pasture land called “—” situate, &c.—or, All those—several closes of arable and pasture land situate, &c. (*Here describe the property so that it might be clearly identified*) which you rent of me—or, of the said (*landlord*) and now in your occupation—or, if several—respective occupations—or, if underlet—in the occupation of (*the under-tenant*) as a yearly tenant—or, if several tenants—as yearly tenants respectively—or, if held by a lease—under [*or, by virtue of*] an indenture of lease, bearing date, &c., and—if granted by a previous owner—made between, &c.

(*o*) If the attornment be made to a mortgagee, here may be added—and now in mortgage to the said (*mortgagee*)—but this is not material.

(*p*) If the situation be known by name, here add it, for the sake of identity, as—situate in the parish of D., and at a place there commonly called or known by the name of “—”

(*q*) If it is to include past or current rent, omit the word “hereafter,” and here add—from the — day of — last—or, next—if future rent.

(*r*) Or,—dated, &c.

## No. CVI.

*A Concise Form (x).*

I (y), the undersigned (*tenant*) of — Grocer, the tenant in possession of ALL THAT dwelling-house, with the outbuilding, garden, and appurtenances thereto belonging; and also of ALL THOSE several closes or parcels of land [called “—,” and “—”] situate, &c., and mentioned in the above (z) written authority, Do hereby, by virtue of such authority, attorn and become tenant to Mr. (*the new landlord*) (a) of the said premises (b), from the date hereof (c), at the yearly rent of — pounds, payable half-yearly: AND I have now paid him —, in part of such rent.

DATED this — day of — 18—.

WITNESS.

(*Signature.*)

## AUTHORITIES.

## No. CVII.

*To the Paymaster-General to Pay Dividends (d).*

To The Assistant Paymaster-General,

Royal Courts of Justice, London.

BE pleased to pay to Mr. — (e), by virtue of my Letter of Attorney granted to him, the Interest on — pounds, — per cent. Consolidated Bank Annuities (f), in the action, 18 — —, no. —, “*A. v. B.*,” on the separate account of the Plaintiff, D. S.

(*Signature of the principal.*)

(*Certificate of life of payee.*)

WE, the Minister and one of the Churchwardens of the Parish of

(x) If the attornment be made in ejectment against the former landlord, state the Court and title of the cause at the commencement (*e.g.*, 18— No. ——. In the High Court of Justice, Queen's Bench Division, Between, &c.), and, instead of describing the property, say—the premises in respect of which this action has been brought, situate, &c. (*as above.*)

(y) *Or*,—we.

(z) *Or*, if indorsed,—within written—*or*, if annexed, the annexed.

(a) *Or*, if in a cause,—the plaintiff in this cause.

(b) *Or*,—such parts of the said premises as are now in my occupation—*or*, if not a tenant, say—in my possession.

(c) *Or*,—from the — day of —, last—*or*, next.

(d) The authority for some one to act for the person entitled to receive the dividends must be by a special power of attorney which will be prepared (fee 3s.) in the pay office, on a written request signed by the solicitor bespeaking the power and accompanied with any certificate or affidavit material to the application. For procedure as to the payment of dividends and interest out of court, see Supreme Court Funds Rules, 1884. For stamp duties on powers of attorney, see schedule to Stamp Act, 1870.

(e) The solicitor appointed to receive the dividends.

(f) *Or*, whatever the name of the stock may be, writing it out in words at length.

K (*g*), in the County of B., do hereby certify, That the above-named (*the principal*) was living on the — day of — (*h*), 18 —.

C. D., Minister, } Of the parish of —, in  
E. F., one of the Churchwardens, } the county of —.

---

No. CVIII.

*For making an Application for payment of Money out of the  
Chancery Pay Office.*

To MR. (*the solicitor*), Solicitor, of, &c.

I the undersigned, (*the client*), of, &c., Grocer, hereby authorize and request you to make (*i*), on my behalf, such application to the Chancery Division of the High Court of Justice as you may think proper or be advised for the payment out of Court, for my benefit (*k*), the sum of — pounds, part of a sum of — pounds paid into Court by (*the trustees*) of, &c. (*l*), as trustees for me under a Deed of Trust (*m*) dated the — day of —, 18 —, and made between (*the settlor*) of the one part, and the said (*trustees*) of the other part.

WITNESS,

(*The client's signature.*)

C. D.

Solicitor, of, &c.

---

No. CIX.

*To receive a Dividend in Bankruptcy (n).*

SIR,

PLEASE deliver to — (*o*) the cheque for the dividend payable to — in this matter.

(*Creditor's signature.*)

To MR. —,

(*Date.*)

Trustee.

(*g*) The parish in which the principal resides.

(*h*) That is *after* the 6th of January or 6th of July.

(*i*) If on behalf of several persons, here say—**on behalf of myself and (*the other parties, naming them*).**

(*k*) *Or*, if several—**for the benefit of them and myself—or, of us respectively.**

(*l*) Here insert the same names and descriptions as those in which the fund stands.

(*m*) *Or*, if a will—**as executors of the will of (*the testator*)**, bearing date, &c.

(*n*) See No. 80 of Bankruptcy Forms, 1883, and for the form of notice of dividend to which this authority is attached, and which contains the heading, &c., see *post*, title "*Notices.*"

(*o*) Insert the name of the person who is to receive the cheque—*or*, the words—**me by post**—if the cheque is to be sent in that way.

## No. CX.

*To Sell Property (p).*

To MR. (*the auctioneer*), of, &c., Auctioneer. (*q*)

I, the undersigned (*owner*), of, &c., Draper, hereby authorize and request you to sell absolutely, by public auction, or by private contract (*r*), either together or in lots, and with or without special conditions, as you may consider most advantageous or be advised, and for the best price or prices that can be obtained or you may consider reasonable (*s*), ALL THAT my Freehold Dwelling-house, with the Outbuildings, Garden, Paddock, and appurtenances thereto belonging, situate, &c., and now in the occupation of A. B. (*t*); AND ALSO all the Fixtures and Fittings therein and thereto.

AND I hereby undertake (*u*) not to repudiate or revoke this authority hereby given, or any sale or sales effected by you in pursuance thereof, but to confirm the same respectively [in all respects (*x*)].

AND I also undertake that I and all other necessary parties shall concur in, and execute and confirm all such sales and contracts so to be made by you as aforesaid, and do all such other acts and things as may be requisite and proper (*y*) for performing and completing the same, and for effectually conveying (*z*) the said premises to the purchaser or respective purchasers thereof.

AND as to the moneys to arise from or by such sale or sales as aforesaid, I further authorize and request you, in the first place, to pay thereout all [losses, damages], costs, and expenses whatsoever of, and attending the execution of this authority, or in relation thereto, and also in perfecting the title to, and the conveyance of the said

(*p*) No written authority is absolutely necessary to give an auctioneer the power to act within the scope of his agency, but it is advisable to instruct him in writing, and in the case of a corporation being the principal the authority should be under seal.

(*q*) Or,—Broker.

(*r*) Or, if given to a Broker, instead of the last six words, substitute—publicly or privately.

(*s*) If so intended, here add—but subject in all respects to my approval.

(*t*) Or, if *copyhold* or *leasehold*, here add—and now held by me by virtue of a copy of Court Roll—or, if a lease—[dated, &c.] during the lives of (*naming them*)—or, for the term of — years now determinable with the lives of (*naming them*), now respectively aged [about] — and — years. All my live and dead farming stock, crops, and effects upon the farm—or, dairy—called the “— Farm”—or, “dairy”—situate at, &c., and now in my own occupation—or, the occupation of C. D.

Or, All my stock-in-trade, household furniture, goods, chattels, and effects whatsoever in my dwelling-house, outbuildings [workshops], and upon the premises now—or, late—in my occupation, situate at, &c.

(*u*) If the word “agree” be used here, the document must have a 6*d.* stamp as an agreement. In any case it is better to stamp it. The authority is sometimes given by way of power of attorney, in which case it must be signed, sealed, &c., and stamped accordingly.

(*x*) Or,—all such other acts and things as you may legally do by virtue hereof.

(*y*) Or—legal and reasonable.

(*z*) Or,—surrendering—or, assigning.

premises, if sold, or in relation thereto; And, in the next place, to pay (a) all such sum or sums of money as shall then be justly due from me to you (b); And, in the last place, to pay the residue, if any, of such moneys, unto me, my executors, administrators, or assigns.

DATED this — day of —, 18 —.

WITNESS,

(Signature.)

## No. CXI.

### *A Short Form to Sell Goods (c).*

(Place.)

(Date.)

To MR. (*the auctioneer.*)  
(*address.*)

SIR,

I HEREBY authorize you to sell for me by auction the several lots of my property specified in the annexed list (d), and to receive the price thereof (e).

(Signature of principal.)

## No. CXII.

### *To Kill Hares (f).*

I (*the proprietor*), of, &c., Esquire, [in pursuance of an Act of Parliament made and passed in the Eleventh and Twelfth years of

(a) If the sale be for the benefit of creditors generally, here insert—the residue of such moneys unto and between all and every the creditors who, within one calendar month (*or other period*) next after the receipt thereof, will consent to accept the same rateably and proportionably according to the amount of their respective debts or claims and in full satisfaction thereof.

(b) *Or*,—to Mr. A. B. of, &c., Draper.

(c) On sales of goods the auctioneer has generally in practice full authority, but on sales of estates the auctioneer's agency is frequently restricted so as to be conducted under the direction of a solicitor.

(d) Add list of goods divided into lots, or as considered convenient.

(e) *Or*,—at the prices respectively marked against them and to receive a deposit not exceeding — per cent. on the price.

(f) By the Hare Act (11 & 12 Vict. c. 29) any person in the actual occupation of any *inclosed* land,—or any owner thereof having the right of killing game thereon,—or any person directed or authorized by him, in writing, according to the above form prescribed by the Act, *or to the like effect*, may “take, kill, or destroy any hare then being in or upon any such inclosed lands, without payment of duty and without obtaining an annual game certificate (now an excise license to kill game). The word “then” seems to limit the authority to the hares existing on the lands at the time the authority is given, and not to future comers, but this must be an oversight.

The authority is to be limited to *one* person “at one and the same time” in *each* parish; and the original authority must be presented for registration to the clerk to the magistrates, acting for the petty-sessional division within which the lands are situate, who will then make a copy of it and return the original to the party entitled indorsed with a note of the registration. The authority then continues in force till after the first day of February in the year following, unless previously revoked; in



the Reign of her present Majesty Queen Victoria, intituled "An Act to enable persons having a right to kill hares in England and Wales to do so themselves, or persons authorised by them, without being required to take out a game certificate (*g*), Do [hereby direct and] authorize (*the deputy*) of, &c., Gentleman, to kill Hares on my lands (*h*) within the Parish (*i*) of W. in the County of S. (*k*).

DATED this — day of —, 18 —.

WITNESS,

(*Signature.*)

### No. CXIII.

*To Pay Mortgage or Purchase-money to a Third Party (l).*

To Messrs. (*the mortgagor's (m) solicitors*), of, &c., Solicitors.

WE, the undersigned, as solicitors for and on behalf of (*the mortgagee*) (*n*), of, &c., Esquire, hereby authorize and request you to pay to Messrs. A. B. & Co., Bankers, Lombard Street, London (*o*), to his credit (*p*) with Messrs. C. D. & Co., Bankers at D., Berks, the Sum of — pounds, being the amount (*q*) advanced by him (*r*), on mortgage of the estate called "the Grange," situate at D. afore-said: AND for so doing this shall be to you a sufficient authority.

(*Date.*)

(*Signature.*)

(*Address.*)

which case notice of the revocation must be given to such clerk, and the register is to be evidence both of the appointment and revocation.

The Ground Game Act, 1880 (43 & 44 Vict. c. 47), contains no repeal of the Hare Act, but s. 4 dispenses with the necessity for a game license in the case of the occupier and the persons duly authorized by him, but this does not exempt any person from the provisions of the Gun License Act, 1870.

(*g*) These words within brackets are not in the statutory form.

(*h*) Or,—my manor of D. in the parish of, &c. (*as above*)—or, farm—or, lands belonging to me and now in the occupation of (*the tenant*)—or, *as the case may be*.

Or,—lands occupied by me, situate, &c. (*as above*)—or, the lands occupied by me within, &c.

(*i*) Or, township—or, tithing.

(*k*) The name of the manor, farm, parish, or place should be *correctly* stated here.

(*l*) Such an authority as this is not usual now as under the Conveyancing and Law of Property Act, 1881, payment can be safely made without it to a *solicitor* producing the deed, having "in the body thereof, or indorsed thereon, a receipt for the consideration money" (s. 56). But this section has been held not to apply to the case of trustees for sale who are vendors (*In re Bellamy*, 24 Ch. D. 387), and when payment is to be made to or through other persons, it is still as requisite as ever to be prepared with it. If it is desired to bar the statutory authority, notice should be sent to the solicitor of the party by whom the consideration money is payable.

(*m*) Or,—purchaser's.

(*n*) Or,—vendor.

(*o*) Or,—to Mr. J. M., our agent—or, clerk.

(*p*) Or,—to the credit of Messrs. (*the trustees*), as trustees under the will of T. W., deceased—or, of the marriage settlement of Mr. and Mrs. Jones, with, &c.

(*q*) Or,—balance.

(*r*) Or,—purchase money for his estate, called &c. (*as above, shortly describing the property so as to identify it*).

## No. CXIV.

*To Receive Purchase or other Moneys (s).**(A shorter Form.)*To MR. *(the purchaser)* of, &c., Gentleman. *(t)**(The vendor)* to *(the agent).*

I *(u)* hereby authorize and request you to pay to Mr. *(the party to receive it)*, of, &c., Gentleman *(x)*, the purchase *(y)* money expressed to be paid by you to me by a Deed of Conveyance *(z)* of this date, and also all interest *(a)* that may be payable to me thereon [or in respect thereof].

DATED this — day of —, 18—.

*(The vendor.)*

## No. CXV.

*To Pay Insurance Money to a Mortgagee.*

WE, The — Company, Limited, hereby consent to your authorising The — Assurance Society to pay to *(the Mortgagee)*, of, &c., Grocer, the sum of — pounds, now payable by that Society, by reason of the death of A. B., whose life was assured for that sum by the said Society by a Policy No. —; together with all and every the sum or sums of money which may be payable, by way of bonus, on or by virtue of such Policy.

DATED this — day of —, 18—.

A. B.,	} Directors.
C. D.,	
E. F.,	


 Official Seal.

## No. CXVI.

*To Pay the Amount due on a Life Policy to a Purchaser.*

I, A. B., of, &c., Grocer, the Administrator of the Estate and Effects of E. B., late of, &c., Widow *(b)*, deceased, [formerly E. R., spinster,] the person whose life was assured, by a Policy on her life, for the sum of — pounds, by The — Life Assurance Society,—

*(s)* See note to previous form.*(t)* Or,—To Messrs. A. B. & Co. *(as the case may be).**(u)* Or,—We.*(x)* Or,—To Messrs. C. D. & Co.. my solicitors.*(y)* Or,—mortgage *(or other)* moneys.*(z)* Or,—mortgage—or, bill of sale *(or other document).**(a)* Or,—if so,—any other moneys *(or, specific sum).**(b)* Or,—spinster.

Do hereby authorize [and request] you to pay to R. W., of, &c., Draper, as the purchaser (*e*) of the said Policy, the said sum (*d*) of — pounds, now payable by reason of the death of the said E. B. (*e*), together with all and every the sum or sums of money which may be payable, by way of bonus or otherwise, upon or by virtue of the said policy; And his receipt shall be your discharge for the same.

DATED this — day of —, 18 —.

(Signature.)

### No. CXVII.

#### *To Bankers to pay Dividends to an Agent.*

To The N. P. Banking Company, and to Mr. A. B., the Manager of their Branch Bank at —, in the County of —.

I, the undersigned (*principal*), of, &c., Grocer, the Owner, as Trustee for C. D., of, &c., Draper, of the sum of — pounds 3 Per Cent. Annuities (*f*) [lately transferred into, and] now standing in my name, as such Trustee, in the Books of the Governor and Company of the Bank of England,—hereby authorize and request you to pay the Dividends henceforth to become payable upon or in respect of such Stock unto A. B. (*g*), of, &c., Grocer, until you receive further directions from me respecting it; AND for so doing this shall be to you a sufficient authority; AND the receipts of the said A. B. (*h*) shall be effectual discharges for such Dividends.

DATED this — day —, 18 —.

WITNESS,

(Signature.)

### No. CXVIII.

#### *To a Trustee to pay Part of Trust Moneys to the Reversioner.*

To Mr. (*the trustee*), of, &c., Grocer (*i*).

I, the undersigned (*tenant for life*), of, &c., Draper, hereby authorize and request you to pay to [my son] A. B., of &c., Draper, the sum of — pounds, sterling, out of a sum of — pounds [Stock 3 Per Cent. Consols] (*k*) which you hold under a certain Deed of

(*c*) Or,—as mortgagee—or, assignee—or, trustee.

(*d*) Or,—the sum of — pounds, part of the said sum.

(*e*) Or,—of her death.

(*f*) This must, of course, be varied according to the nature of the stock or fund.

(*g*) If to be paid to a married woman here insert—the wife of W. B.

(*h*) And here insert—notwithstanding her coverture.

(*i*) If there be more than one trustee, here describe them separately as in the deed or will under which they act.

(*k*) Here give an exact description of the stock or fund.

Declaration (*l*) of the 'Trusts thereof dated the — day of — last, IN TRUST for payment of the interest thereof to me, during my life, and after my decease, the said principal sum of — pounds (*m*) to him ; And [in consideration of your so doing] I hereby relinquish and forego all my right and interest in the said sum of — pounds during my life. And for so paying the same to the said A. B. this shall [so far as the same respects myself] be to you a sufficient warrant or authority.

DATED this — day of —, 18 —.

(Signature.)

## BAIL.

### No. CXIX.

#### *Affidavit of Service of a Judge's Summons for procuring Bail for a Prisoner.*

In the High Court of Justice.

Queen's Bench Division.

The Queen on the prosecution

of (*the prosecutor*)

against

(*the prisoner*)

} For murder.

I (*the deponent*), of, &c., solicitor for the above-named prisoner, make oath and say:—

1. THAT I did, on the — day of —, 18—, at the hour of — of the clock in the — noon, serve (*the coroner*) (*n*), one of the coroners (*o*) for the county of D., with a true copy of the summons hereunto annexed marked [with the letter] "A," by delivering the same (*p*) to, and leaving it with the said (*the coroner*) (*n*), personally at B. aforesaid ; and I, at the same time, shewed him the original summons.

2. THAT I did, on the — day of the said month before the hour of — of the clock in the — noon, serve (*the prosecutor*), the prosecutor named in the said summons, with another true copy of the said summons by delivering the same to, and leaving it with the said (*prosecutor*), personally at B. ; and that I, at the same time, shewed him the said original summons.

3. THAT I did, on the said — day of —, 18—, before the hour of — of the clock in the — noon, serve A. B., the mother (*q*), and next of kin of the infant child (*r*), mentioned in the coroner's

(*l*) Or,—deed of settlement—or, will.

(*m*) Or,—the produce of the said stock (*or, as the case may be*).

(*n*) Or,—justice.

(*o*) Or,—one of the justices of the peace for, &c.

(*p*) Or,—such true copy (*in each paragraph*).

(*q*) Or,—father—or, guardian.

(*r*) Or, *if so*,—illegitimate child—or, children.

inquisition in this prosecution, with another true copy of the said summons, by delivering the same to, and leaving it with the said A. B. personally, at B. aforesaid; and that I, at the same time, shewed to the said A. B. the said original summons.

SWORN, &c. (*as in p. 10.*)

Filed, &c.

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No. CXX.

*Affidavit in Support of an Application for Bail, when refused by a Coroner (s).*

In the, &c. (*as in the preceding form.*)

I (*the deponent*), of, &c., solicitor for the above-named prisoner, make oath and say:—

1. THAT I have examined the paper-writings hereunto annexed, and marked [with the letters] “A” and “B,” respectively, with, and that the same are true copies of, the original depositions and inquisitions in the custody and possession of Mr. (*the coroner*), one of Her Majesty’s coroners for the county of D., taken against the above-named prisoner.

2. THAT after the coroner’s jury had returned a verdict of wilful murder against the said prisoner, as appears by the said paper-writings, he was brought before two of Her Majesty’s Justices of the Peace for the borough of B., aforesaid; and that the said justices, after hearing all the evidence against him, and having fully investigated the case, refused to commit him, the said prisoner, for trial for murder, they not considering there was sufficient evidence to warrant them in so doing.

3. THAT it appears by the coroner’s notes in the margin of the said copies of the depositions, that he did not agree with the said verdict of the jury on the inquest taken before him, as he therein states he had no alternative but to issue his warrant for the commitment of the prisoner.

4. THAT I am prepared to find good and substantial bail for the appearance of the said prisoner, whenever he may be called upon to answer the said charge or any similar charge against him (*t*).

SWORN, &c. (*as in p. 10.*)

Filed, &c.

(s) Sometimes persons charged with murder are found guilty on the coroner’s inquest and bail is refused, but are not deemed so by the justices, and therefore they refuse to commit. In such cases, as well as others, application should be made to a judge, who seldom refuses it, except in very serious matters. For the purpose of these applications this kind of affidavit, with an additional affidavit by third persons as to facts, or at least as to character, varying, of course, according to the circumstances of each case, must be sent with an official copy of the depositions taken upon each hearing, to the London agent, who will then issue the summons mentioned in the previous form.

(t) If it should be the fact, here add—5. That neither the coroner, nor the persons bound over to prosecute, will offer any opposition to this application.

BANKRUPTCY (*u*).

No. CXXI.

*Affidavit of Service of Bankruptcy Notice (x).*

In the High Court of Justice.

In Bankruptcy.

No. — of 188—.

Re (*debtor.*)Ex parte (*creditor.*)

IN THE MATTER of a bankruptcy notice, issued —.

I, L. M. of — make oath and say:—

1. THAT I did, on the — day of —, 18—, serve the above-mentioned A. B. with a copy of the above-mentioned notice, duly sealed with the seal of the Court, by delivering the same personally to the said A. B.

2. A sealed copy of the said notice, marked A. is hereunto annexed.

SWORN, &c. (*as at p. 10*).

(Signature.)

No. CXXII.

*Affidavit of Truth of Statements in Petition in Bankruptcy (y).*In the, &c. (*as in the preceding form*) (*z*).

I, the petitioner, named in the petition hereunto annexed, make oath and say:—

1. THAT the several statements in the said petition are within my own knowledge true (*a*).

SWORN, &c. (*as at p. 10*).

(Signature.)

No. CXXIII.

*Another Form (b).*In the, &c. (*as above*) (*z*).

WE, C. D., E. F., G. H., &c., the petitioners named in the petition hereunto annexed, severally make oath and say:—

AND first I, the said C. D., for myself say:—

1. THAT A. B. is justly and truly indebted to me in the sum of — pounds, as stated in the said before-mentioned petition.

(*u*) For various forms in bankruptcy falling under the heads of “ notices,” declarations, &c., see those titles.

(*x*) Stamp 2s. See No. 7 of Bankruptcy Forms, 1883. For the form of bankruptcy notice, see *post*, title “ Notices.” For the form of affidavit on application to set aside the bankruptcy notice, see No. 8 of Bankruptcy Forms, 1883.

(*y*) See No. 12 of the Bankruptcy Forms, 1883. Stamp 2s.

(*z*) Omitting the words “ In the matter, &c.”

(*a*) If the petitioner cannot depose that the truth of all the several statements in the petition is within his own knowledge, he must set forth the statements, the truth of which he can depose to, and file a further affidavit or affirmation by some person or persons who can depose to the truth of the remaining statements.

(*b*) See No. 13 of the Bankruptcy Forms, 1883. Stamp, 2s.

2. THAT the said A. B. committed the act of bankruptcy stated to have been committed by him in the said before-mentioned petition.

AND I, the said E. F., for myself say :—

3. THAT A. B. is justly and truly indebted to me in the sum of — pounds, as stated in the said before-mentioned petition.

AND I, the said G. H., for myself say :—

4. That A. B. is, &c.

C. D.  
E. F.  
G. H.

SWORN by the deponents, C. D., E. F.,  
and G. H., &c. (*as at p. 10*).

#### No. CXXIV.

#### *Affidavit of Service of Bankruptcy Petition (c).*

In the High Court of Justice (*d*).

In Bankruptcy.

No. — of 188—.

Re (*debtor*).  
Ex parte (*creditor*).

IN THE MATTER of a petition dated —,  
I, L., M., of —, make oath and say :—

1. That I did, on the — day of —, 18—, serve the above-mentioned A. B. with a copy of the above-mentioned petition, duly sealed with the seal of the Court, by delivering the same personally to the said A. B. (*e*).

2. A sealed copy of the said petition is hereunto annexed.

SWORN, &c. (*as at p. 10*).

(*Signature*)  
Bailliff (*f*).

#### No. CXXV.

#### *Affidavit verifying the Debt (g).*

IN THE, &c. (*as in the preceding form*) (*h*).

I (*the creditor*) of, &c., Grocer, (*i*) make oath and say as follows :—

1. THAT the said (*bankrupt*) was, at the date of the receiving

(*e*) See No. 15 of Bankruptcy Forms, 1883.

(*d*) Or,—In the County Court of — holden at —

(*e*) See Bankruptcy Rules, 1883, No. 144.

(*f*) Or,—creditor—or, solicitor—or, clerk, or, as the case may be, see Bankruptcy Rules, 1883, No. 145.

(*g*) Stamp, 1s. This is the form required by No. 169 of the Bankruptcy Rules, 1883, and see Bankruptcy Act, 1883, the second schedule, rr. 1 to 21.

(*h*) Omitting the words "In the matter of, &c."

(*i*) Or,—if made by an agent or clerk, say :—I (*the deponent*) of, &c., agent (*or clerk*) to A. B., of, &c., Grocer. If the affidavit be made by an agent of a company, say :—I, (*the deponent*) of &c., secretary—or, manager—(*or other officer*) of "The — Company" (*stating the correct title of the corporation or company*) make oath and say—

2. That I am duly authorized, under the seal of the said company, to make this proof on its behalf.

3. That the said (*debtor*) was, &c. justly and truly indebted to the said company, &c. (*down to the end of the above form, mutatis mutandis*).

order, and still is justly and truly indebted to me (*k*) in the sum of — pounds for goods sold and delivered (*l*) by me to him, and at his request [within six years last past]: For which said sum, or any part thereof, I say I have not, nor hath any person by my order, or to my knowledge or belief for my use, had or received any manner of security or satisfaction whatsoever, save and except the following bill of exchange (*m*).

Date.	Drawer.	Acceptor.	Amount.			Date when due.
18th May 1882 .	A. B.	C. D.	£. 100	s. 10	d. 6	21st July, 1882.

SWORN, &c. (*as in p. 10*).

(*The deponent.*)

## No. CXXVI.

### *The Same by a Surety (n).*

In the, &c. (*see preceding form*).

1 (*the surety*) (*o*) of, &c., Baker, make oath and say as follows:—

1. THAT on or about the — day of —, last past, and before the filing of the petition herein against the above-named (*debtor*), I, as surety for him [the said (*debtor*),] joined with him (*p*) in a (*q*) joint and several promissory note (*r*) for the payment [of the sum] of — pounds (*s*) to one (*the payee*) payable at — months (*t*) after the date thereof.

2. THAT, on the — day of —, last past, and after the filing of the said petition, I paid unto the said (*payee*) the said sum of — pounds (*u*), in satisfaction and discharge of the said promissory note (*x*).

3. THAT for the said sum of — pounds so paid as aforesaid, or

(*k*) And, *if so*, A. B., my co-partner—or, A. B. and C. D., my copartners—in trade.

(*l*) Or,—for money lent and advanced to—or, paid, laid out, and expended for—or, for work and labour and materials found and provided for him, &c.—or, *as the case may be*. For debts provable in bankruptcy, see Bankruptcy Act, 1883, s. 37.

(*m*) If the affidavit be made by a clerk or agent, here add—That I am a person in the employ of C. D.—or, Messieurs A. B. and company,—and that I am duly authorized by him—or, them—to make this affidavit; And that it is within my own knowledge that the aforesaid debt was incurred, and for the consideration above stated; and that such debt, to the best of my knowledge and belief, still remains unpaid and unsatisfied.

(*n*) Stamp, 1s.

(*o*) Or,—clerk—or, agent to (*the surety*).

(*p*) Or,—with one A. B. (*according to the fact*).

(*q*) If more than one bill, here state the number, as—in two—three—(*or more*).

(*r*) Or,—notes.

(*s*) Or,—several sums of — pounds and — pounds, &c., if more than two.

(*t*) Or,—one thereof being payable — months, and the other — months, after the date—or, respective dates—thereof.

(*u*) The sum sworn to as the debt.

(*x*) Or,—several promissory notes; and (*if so*) the interest due thereon.



any part thereof, I, as such surety as aforesaid, have not, nor hath any person by my order, or, to my knowledge and belief, for my use, received any security or satisfaction whatsoever, save and except the said promissory note (y).

SWORN, &c. (as in p. 10.)

(The deponent.)

## BILLS OF SALE.

### No. CXXVII.

#### *Absolute (z).*

THIS INDENTURE made the — day of —, one thousand eight hundred and —, BETWEEN (*the vendor*) of, &c., Grocer, of the one part, and (*the purchaser*) of, &c., Draper, of the other part.

WHEREAS the said (*vendor*) has contracted (a) with the said (*purchaser*) for the absolute sale to him of the chattels, effects, and things specified in the schedule hereunder written, at the price or sum of — pounds.

NOW THIS INDENTURE WITNESSETH that, in consideration [of the said sum] of — pounds, to the said (*vendor*) paid by the said (*purchaser*) upon the execution of these presents (the receipt of which said sum he the said (*vendor*) hereby acknowledges), HE, the said (*vendor*) [by these presents], DOth assign and transfer unto the said (*purchaser*), his executors, administrators, and assigns,

ALL AND SINGULAR the said stock-in-trade, implements, utensils, effects, and things enumerated and described in the Schedule hereunder written, and which shall be deemed to be wholly comprised in the word “chattels” herein employed; AND all the right, title, interest, claim, or demand whatsoever of him, the said (*vendor*), in and to the said chattels; of which the said (*vendor*) has this day put the said (*purchaser*) in the full [sole], and actual possession :

TO HAVE AND TO HOLD, all and singular the said chattels [hereinbefore assigned] unto the said (*purchaser*), his executors, administrators, and assigns, for his and their own absolute use and benefit.

AND THE SAID (*vendor*) doth hereby, for himself, his heirs, executors, and administrators, covenant with the said (*purchaser*), his executors, administrators, and assigns, that he, the said (*vendor*), has full power and the sole and absolute right to sell and assign the said chattels in manner aforesaid; AND that the said (*purchaser*) shall hereafter peaceably hold, use, and enjoy the same as his own chattels and property without any hindrance, interruption, claim, or demand by or from him, the said (*vendor*), or any other person whomsoever;

(y) Or,—several promissory notes.

(z) The stamp varies with the amount or value of the consideration: see Stamp Act, 1870, tit. Conveyance or Sale.

(a) Or,—now stands justly and truly indebted to the said (*purchaser*). But a bill of sale by a trader of all his stock-in-trade and effects, especially if given for a pre-existing debt, is an act of bankruptcy, and void against his creditors. So as to a part, unless made with the honest intention of enabling him to carry on his business. If the bill of sale, though absolute in form, is given to secure the payment of money it will be void as infringing s. 9 of the Bills of Sale Amendment Act, 1882.

AND ALSO that he, the said (*vendor*), his executors and administrators, will do all such further acts and things as may be necessary and required for further assuring the title or the peaceable possession of the said chattels as aforesaid, unto and by the said (*purchaser*), his executors, administrators, and assigns; [and for indemnifying him and them against all losses, damages, expenses, claims, and liability whatsoever, if any, which he or they may pay, sustain, incur, or be put to by reason or in respect of the purchase thereof (*b*)].

IN WITNESS whereof the said parties have hereunto set their hands and seals the day and year first above written.

(*The vendor.*)

(L. S.)

SIGNED, SEALED, and DELIVERED by the  
above,—or, before-named—(*vendor*) in my  
presence; and I hereby declare that before  
such execution the nature and effect of the  
foregoing bill of sale—*or*, deed—was fully ex-  
plained to him by me—*or*, in my presence—  
(*if so*) as his solicitor

A. B., Solicitor, D., Kent.

C. D., his Clerk (*or other person, adding his residence  
and occupation.*)

*The Schedule above referred to (c).*

*Memorandum of Delivery (d).*

BE IT REMEMBERED, that on the day and year first within-written, peaceable possession of all and singular the [stock, implements], furniture, goods, chattels, and effects within mentioned to be sold and transferred to the within named (*purchaser*) [his executors, administrators, and assigns], was openly had and taken by him according to the form, effect, and true intent and meaning of the within-written indenture, in the presence of us.

(*Two witnesses.*)

No. CXXVIII.

*By a Sheriff (e).*

(*Absolute.*)

KNOW ALL MEN BY THESE PRESENTS, that I (*the sheriff*), Sheriff of the County of B., in consideration of the sum of — pounds

(*b*) This is not a usual stipulation; but, inasmuch as the purchaser in these cases has not the means of being satisfied of the security of the title to the chattels as a purchaser of other property has, it is only reasonable that he should be indemnified against latent claims.

(*c*) Here adding it, under this heading, *or*, if annexed, say: **The schedule referred to in the bill of sale hereunto annexed.** (Let it be firmly annexed.)

(*d*) To be indorsed or subjoined.

(*e*) Under s. 145 of the Bankruptcy Act, 1883, unless otherwise ordered, sales by a sheriff of the goods of a debtor under an execution, for a sum exceeding £20 (including expenses), must be by public auction and not by bill of sale or private contract.

sterling to me now paid (*f*) by (*the purchaser*) of, &c., in the County of W., Grocer (the receipt whereof I hereby acknowledge), Do by these presents, and, as far as I can and lawfully may, but without any warranty of title, sell, assign, and deliver unto the said (*purchaser*), his executors, administrators and assigns,—

ALL AND SINGULAR the [stock, crops,] goods, chattels, effects and things particularly enumerated and described in the Schedule hereunder written (*g*), and which said [stock, crops,] goods, chattels and effects were lately seized and taken in execution by me as the property of (*the debtor*), of, &c., Maltster, by virtue of Her Majesty's writ of fieri facias, issuing out of the Queen's Bench Division of Her Majesty's High Court of Justice, returnable before the said Court, at the Royal Courts of Justice, immediately after the execution thereof, (*or, as the case may be,*) at the suit of (*the plaintiff*), for the sum of — pounds [damages] and — pounds for costs; which said writ was indorsed to levy — pounds besides, &c. (*according to the indorsement* :)

TO HAVE, HOLD, receive, and enjoy [all and singular] the said [stock, crops,] goods, chattels, and effects unto and by the said (*purchaser*), his executors, administrators, and assigns, to and for his and their own absolute use and benefit, and as and for his and their own proper [stock, crops,] goods, chattels, and effects.

IN WITNESS whereof, I, the said sheriff, have hereunto set my hand and seal, the — day of — one thousand eight hundred and —.

(*The Sheriff's signature*). (*h*)

SIGNED, SEALED, and DELIVERED by the }  
above-named (*sheriff*) in my presence, and }  
I hereby declare that before the execution }  
of this Bill of Sale, the effect thereof }  
was duly explained by me to the said }  
(*sheriff*) (*i*). } (L. S.)

(*Solicitor*) of —,

Solicitor of the Supreme Court.

*The Schedule above referred to.*

(*f*) *Or*,—which has been paid to me.

(*g*) As the sheriff's officer makes the inventory, it is often, in cases requiring despatch, and when it is lengthy, annexed; in which case, for the last two words, substitute—**hereunto annexed**. But, as the under-sheriff prepares the deed, he, of course, adopts his own form. Sometimes they are very verbose.

(*h*) This bill of sale must be stamped before being filed, but a receipt with an inventory attached given by a sheriff's officer for the price of goods sold under an execution, is not a bill of sale, and does not require registration, even though the purchaser from the sheriff allows the execution debtor to remain in the possession of the goods, see *post* title *Receipts*.

(*i*) *Or*,—as a bill of sale may be executed by the under-sheriff or his deputy or person deputed by the sheriff sealing it: *Cookson v. Fryer*, 1 F. & F. 328, the attestation may run—

Signed with the name of (*the sheriff*) sheriff of the county of —, and sealed with his seal of office, and delivered as his act and deed by (*the under-sheriff*) under-sheriff of the said county, in my presence, the effect of this bill of sale having been duly explained to the said (*under-sheriff*) before the execution thereof by me, &c.

## No. CXXIX.

*By way of Mortgage (k).**(Statutory Form.) (l)*

THIS INDENTURE, made the — day of —, 18—, BETWEEN (*the mortgagor*) (*m*) of the one part, and (*the mortgagee*) (*n*) of the other part,

WITNESSETH that, in consideration of the sum of — pounds now paid to [*the said (n)*] (*mortgagor*) by [*the said (n)*] (*mortgagee*), the receipt of which the said (*mortgagor*) hereby acknowledges [*or whatever else the consideration may be (o)*], HE the said (*mortgagor*) DOth hereby assign unto [*the said*] (*mortgagee*), his executors, administrators, and assigns, ALL and singular the several chattels and things specifically described in the Schedule hereto annexed (*p*), by way of security for the payment of the sum of — pounds, and interest thereon at the rate of — [*pounds*] per cent. per annum [*or whatever else may be the rate*].

AND THE SAID (*mortgagor*) doth further agree and declare that he will duly pay to the said (*mortgagee*) the principal sum aforesaid, together with the interest then due, by equal — payments of — pounds on the — day of — [*or whatever else may be the stipulated times or time of payment*].

AND THE SAID (*mortgagor*) doth also agree with the said (*mortgagee*) that he will [*here insert terms as to insurance, payment of rent, or otherwise (q), which the parties may agree to for the maintenance or defeasance of the security*].

(*k*) Stamp ad valorem on principal sum secured: see Stamp Act, 1870, tit. Mortgage.

(*l*) By s. 9 of the Bills of Sale Amendment Act, 1882, it is enacted that—A bill of sale made or given by way of security for payment of money by the grantor thereof, shall be void, unless made in accordance with the form in the schedule annexed to the Act, but if no alterations are made which would run counter to any of its provisions, a substantial compliance with the statutory form will suffice, though it would not be safe to go beyond variations relating to—(1) the statement of the consideration, (2) the rate of interest, (3) the times of payment, and additions as to, (4) the terms agreed upon for the maintenance or defeasance of the security: *McLevie v. Stringer*, 12 Q. B. D. 132.

(*m*) All the words within brackets and in italics are here inserted as in the prescribed form, except where otherwise shown and those in parenthesis, which are substituted for the letters A. B., and C. D., used in that form.

(*n*) These indicative words are omitted in this part of the form, although afterwards employed. Surely these important words, which occupy so small a place, are worth preserving.

(*o*) This must be truly stated (s. 8 of Act of 1882), and must not be less than £30 (s. 12).

(*p*) This seems to exclude the usual practice of inserting it directly at the foot of the deed. The safer course seems therefore to be, to insert it on a fly-sheet and treat it as an Exhibit.

No after-acquired property can now be secured by these deeds (see s. 5 of the above Act) except as between grantor and grantee.

(*q*) *E.g.*, and the said (*mortgagor*) doth also agree with the said (*mortgagee*) that he will at all times during the continuance of this security insure and keep the said

PROVIDED ALWAYS, that the chattels hereby assigned shall not be liable to seizure, or to be taken possession of by the said (*mortgagee*) for any cause other than those specified in section seven of "The Bills of Sale Act (1878) Amendment Act, 1882." (*r*)

IN WITNESS, &c. (*as at p. 52*).

SIGNED AND SEALED by the said (*mortgagor*)

in the presence of me,

E. F. [*add witness' name, address and description.*]

(Schedule.)

chattels and things insured against loss or damage by fire in the sum of £—, at the least, and produce to the said (*mortgagee*) on demand the policy of such insurance, and will forthwith after every payment of premium produce and deliver to the said (*mortgagee*) the receipt for the same, and also will, during the continuance of this security, pay all rent, rates, and taxes to become due and payable in respect of the premises in which the said chattels and things or any of them now are, and produce to the said (*mortgagee*) on demand in writing the last receipt for such rent, rates, and taxes.

(*r*) By this section—personal chattels assigned under a bill of sale shall not be liable to be seized or taken possession of by the mortgagee, except for the following causes—1. Default in payment, or in the performance of any covenant or agreement contained in the bill of sale, and necessary for maintaining the security; 2. Bankruptcy,—distress for rent, rates, or taxes; 3. Fraudulent removal from the premises; 4. Failing to produce, upon demand, in writing, by the mortgagee, the last receipt for rent, rates, and taxes: 5. A levy against the "goods" (here substituted for "chattels") under any judgment at law. The statutory form has no power of sale, but involves an implied power. An express power may be inserted to cover the above specified cases, thus: And it is hereby agreed and declared that if default should be made in payment of the said sum of £—, or any part thereof, or the interest thereof on the said — day of — next (*or, at the times hereinbefore provided for payment —or, as the case may be*)—or if any other default or event mentioned as a cause of seizure in s. 7 of the Bills of Sale Act (1878) Amendment Act, 1882, shall be made or happen, then, and in any such case, but not otherwise, it shall be lawful for the said (*mortgagee*) at any time thereafter, by himself or his agents or servants, to enter into and upon the said messuage or dwelling-house, or other the dwelling-house or place in which the chattels and things hereby assigned shall happen to be, and seize and take possession of the said chattels and things, and also on or at any time after the expiration of five days from such seizure, to sell the said chattels and things, or any of them, either by public auction or private contract, with liberty to buy in at any sale by auction, or to rescind or vary any contract for sale, and to resell without being answerable for any loss or diminution in price, and with liberty also to give effectual receipts for the purchase money, and to do all other acts and things for completing any sale which the said (*mortgagee*) may think fit; and it is hereby declared that the said (*mortgagee*) shall, with and out of the moneys to arise from any such sale as aforesaid, in the first place pay the expenses attending such sale or otherwise incurred in relation to this security, and in the next place pay the moneys which may be owing on this security, and shall pay the surplus (if any) to the said (*mortgagor*). And, lastly, it is hereby declared that all powers and rights hereby conferred on the said (*mortgagee*) shall devolve on his executors, administrators, and assigns. In witness, &c. For a form of bill of sale held void as including a power to seize in events other than those mentioned in s. 7, see *In re Williams, Ex parte Pearce*, 25 Ch. D. 656.

## No. CXXX.

*Affidavit on Registration of a Bill of Sale (s).*

18—. No. —.

In the High Court of Justice,  
Queen's Bench Division.

I (*the deponent*), of, &c. (*t*), Solicitor, make oath and say as follows:—

1. THE paper-writing hereunto annexed and marked [with the letter] "A" is a true copy of a bill of sale, and of every schedule or inventory thereto annexed or therein referred to, and of every attestation of the execution thereof, as made, given, and executed by (*the grantor*);

2. THE said bill of sale was made and given by the said (*grantor*) on the — day of —, one thousand eight hundred and —;

3. I (*u*) was present and saw the said (*grantor*) duly execute the said bill of sale on the said — day of —, one thousand eight hundred and —;

4. THE SAID (*grantor*) resides at D. (*x*) in the said county of B., and is a — (*y*).

5. THE name "—" subscribed to the said bill of sale, as that of the witness attesting the due execution thereof, is the proper handwriting of me, this deponent (*z*).

6. I am a solicitor (*a*) of the Supreme Court, and reside at D., aforesaid (*b*).

(*s*) This form is given in the Appendix (B. No. 24), to the Rules of the Supreme Court, 1883, but it would appear to apply only to bills of sale under the Act of 1878, that is to bills otherwise than to secure payment of money, as it is no longer necessary for a solicitor to be present to explain the contents of, and to attest the execution of the deed, this ceremony, required by s. 10 of the Bills of Sale Act, 1878, having been abolished by s. 10 of the Amendment Act of 1882 (45 & 46 Vict. c. 43), and, therefore, paragraphs 6 and 7 in respect of bills of sale under the Act of 1882 may be omitted, as any one or more credible witness or witnesses (not being a party or parties thereto) is, or are, sufficient.

(*t*) If the deed be attested by a solicitor and his clerk or the clerk to the solicitor for the grantor, and the clerk makes the affidavit, he should be described here, as—  
clerk to A. B., of the same place, solicitor.

(*u*) If two witnesses, here add—and the said (*solicitor*) were—

(*x*) State residence at time of swearing affidavit.

(*y*) Here insert the occupation of the grantor.

(*z*) If there are two attesting witnesses the 5th paragraph should run:

5. The names (*deponent*) and (*other witness*) subscribed to the said bill of sale as that of the witnesses attesting the due execution thereof, are respectively of the proper handwriting of me, this deponent, and of the said (*other witness*) and the said (*other witness*) was present, and saw the execution of the said bill of sale, and the same was duly attested by the said (*other witness*) and by me, this deponent.

(*a*) Or,—a clerk to A. B., a solicitor of the Supreme Court.

(*b*) If two witnesses, add—and the said (*other witness*) is a grocer (or, as the case may be) and resides at—and add a seventh paragraph, viz.:

7. The said (*other witness*) and I, this deponent, are the only attesting witnesses to the said bill of sale.

7. Before the execution of the said bill of sale by the said (*grantor*), I (*e*) fully explained to him the nature and effect thereof (*d*).

SWORN, &c. (as in p. 10).

(*deponent's signature*) (*d*).

This affidavit is filed on behalf of —.

### No. CXXXI.

*Affidavit on Renewal of Registration of a Bill of Sale (e).*

I (*the creditor*) of, &c., Grocer, do swear that a bill of sale bearing date the — day of —, 18—, and made between, &c. [*here state the names, residences, and occupations of the parties exactly as they appear in the original bill of sale*], (*f*) and which said bill of sale (*g*) was registered on the — day of —, 18—, is still a subsisting security.

SWORN, &c. (as in p. 10).

(*The deponent.*)

Filed on behalf of —.

### No. CXXXII.

*Affidavit for verifying the Signature to a Consent for entering Satisfaction of a Bill of Sale (h).*

In the, &c. (as in form No. *cxix*).

I (*the deponent*), of, &c., Draper, make oath and say as follows:—

1. THE signature “—” (*i*) set and subscribed to the paper-writing marked “—” hereunto annexed, being the consent, dated the — day of —, 18—, of the said —, (*k*) to an order that a

(*c*) If the affidavit be made by any other person than the solicitor explaining the deed, instead of “I,” substitute—**the said** (*the other witness*), adding at the end of the paragraph—in my presence.

(*d*) Due attention and care—and that is not a little—should be given to the publication of the foregoing affidavit; for, upon its sufficiency and accuracy, the safety of the deed itself depends. It must *clearly* show that the document filed is a *true* copy. It must also show the residences and occupations of the grantor and deponent and of the other attesting witness, if one, and the day on which it was signed, and that the deponent was *personally* present when it was signed.

(*e*) See s. 11 and Schedule A. of the Bills of Sale Act, 1878 (41 & 42 Vict. c. 31).

(*f*) Or,—and a copy of which said bill of sale—as the case may be.

(*g*) If the description as so given is erroneous, then a description of the true residence, &c., should follow: *Ex parte Webster, In re Morris*, 22 Ch. D. 136.

(*h*) The consent (*post* title “*Consents*”) must be annexed and exhibited.

Upon filing these documents the Registrar may order satisfaction to be indorsed on the registered copy.

If the grantee should refuse to sign this consent, he can be summoned before the Registrar of Bills of Sale at the Central Office, Royal Courts of Justice, who, on proof that the debt has been satisfied or discharged, may order satisfaction to be so indorsed. For the practice and the form of summons, see Rules of Supreme Court, 1883, Ord. 61, rr. 26, 27, and Appendix K., No. 58.

(*i*) Here insert the name of the person entitled to the benefit of the bill of sale exactly as signed.

(*k*) Person entitled.

memorandum of satisfaction be written upon the registered copy of the bill of sale dated the — day of —, 18—, and made between (*grantor*) of, &c., and (*grantee*) of, &c., is of the proper handwriting of the said — (*l*) as I know from having seen him sign the said paper, writing [this day] (*m*).

2. THE SAID — (*l*) who has signed the said annexed consent, is the same person as — (*l*), in the said bill of sale mentioned.

SWORN, &c. (*as in p. 10*).

Filed on behalf of —.

## BONDS.

### No. CXXXIII.

#### *For Payment of Money and Interest (n).*

KNOW ALL MEN by these presents that I (*o*) (*the obligor*), of, &c., Grocer, am held and firmly bound unto (*p*) (*the obligee*) of, &c., Gentleman, in the sum of — pounds sterling, to be paid to the said (*obligee*), or to his certain attorney, executors, administrators, or assigns: (*q*) FOR which payment well and truly to be made, I bind myself, my heirs, executors, and administrators (*r*), and every of them, firmly by these presents. Sealed with my seal (*s*).

DATED this — day of —, 18—.

THE CONDITION of the above written obligation is such, that if the above-bounden (*obligor*), (*t*) his heirs, executors, or administrators, [or any other person or persons duly authorized on his or their behalf], do and shall well and truly pay or cause to be paid unto the said (*obligee*), (*u*) his executors, administrators, or assigns (*x*), the full sum of — pounds sterling [this day, lent, and advanced by the said

(*l*) Person entitled.

(*m*) Or,—on the — day of — last—or, instant. But this date is not essential.

(*n*) Stamp 2s. 6d. per £100 secured to be repaid.

(*o*) If given by two or more, for I, substitute—We (*the first obligee*), of, &c., Grocer, and (*the second obligee*), of, &c., Draper, are jointly and severally held, &c., (*as above*).

(*p*) If given to two or more—unto (*first obligee*) of, &c., Gentleman, and (*second obligee*) of, &c., Merchant.

Or, if given to a company, say—To “The — Company, Limited,” trading or carrying on business as (*state the business*) at D. aforesaid.

Or, if given to a person trading in the name of a company, say—A. B., trading or carrying on business at D., aforesaid, in the names—or, under the style or firm—of “A. B. & Co.,” in the sum, &c.

(*q*) Or, to the said (*obligees*) or, to their certain attorneys—or, to the said company or their certain attorney, successors, or assigns.

(*r*) Or, if given by several persons, say—we bind ourselves, and each of us by himself for the whole [and every part thereof], our, and each of our heirs, &c. (*as above*).

(*s*) If given by several—our respective seals.

(*t*) Or,—(*obligors*), their [or any or either] of their heirs, &c. (*as above*).

(*u*) Or,—(*obligees*) their [or, some or one of their] heirs, &c. (*as above*).

(*x*) If it should be desirable, as is sometimes the case, to state the place, as well as the time of payment, here insert—at the residence for the time being of the said (*obligor*)—



(*obligee*) to the said (*obligor*) (*y*)] on the — day of — next (*z*) with interest for the same, in the meantime after the rate of — pounds per centum per annum, (*a*) without any deduction [or abatement] whatsoever (*b*).

THEN the above written obligation shall be void and of no effect, or else shall remain in full force and virtue.

(*The obligor.*)  
(L. S.)

SIGNED, SEALED, and DELIVERED (*c*)  
In the presence of  
(*One or more witnesses.*)

### No. CXXXIV.

*That a Married Woman, being a Minor, shall execute and acknowledge a Conveyance on coming of Age (d).*

KNOW ALL MEN by these presents that I (*the obligor*), of, &c., Grocer, am held and firmly bound, &c. (*as in the preceding Form*).

WHEREAS, A. B., late of, &c., Grocer, made and published his last or (*obligees*)—(*or, other place*) in England. If the hour is to be stated, here add—between the hours of — and — of the clock in the morning—or, between the hours of — of the clock in the forenoon and — of the clock in the afternoon. But it is not often desirable to fix the hours, for they may be forgotten, unless the time of payment should be short.

(*y*) Or,—now justly due [and owing] from the said (*obligor*) to the said (*obligee*) [*if so,—as his surety*].

Or, if it be a bond for securing collaterally a sum secured by mortgage, say—being the sum secured by the indenture of mortgage hereinafter mentioned—or, referred to.

(*z*) Or,—within — months after demand.

If to be made payable by *instalments*, say—The full sum of — pounds sterling, with interest for the same after the rate of — pounds per cent. per annum, in manner following, namely, the sum of — pounds, being one moiety (*or other portion*) thereof—or, together with one year's interest on the whole of the said principal sum of — pounds, on the — day of — now next ensuing; and the sum of — pounds, being the other moiety (*or other portion*) of the said principal sum, together with one year's interest on such last-mentioned moiety, on the — day of — now next ensuing.

Or,—the full sum of — pounds (part of the said sum of — pounds) on the — day of — next; the further sum of — pounds (other part thereof) on the — day of — next, and the further sum of — pounds (the residue thereof) on the — day of — next, together with interest on the said several and respective sums after the rate of — pounds per cent. per annum from the day of the date of the above-written obligation to the respective days of paying the same, without any deduction—or, abatement—whatsoever, then, &c. (*as above*).

(*a*) Or,—for every one hundred pounds by the year.

(*b*) If the bond is given to secure a mortgage debt, here add—according to the true intent and meaning of the proviso and covenant for payment thereof contained in a certain indenture of mortgage, bearing even date herewith—or, on the — day of — last—or, instant,—and made between the said (*obligor*) of the one part, and the said (*obligee*) of the other part—or, between, &c. (*stating the names and addresses of the parties*).

(*c*) If there be more than one obligor, here insert the names of each, as:—by the within named A. B., C. D., and E. F., in the presence of, &c.

(*d*) This may be readily turned into the form of an agreement, if preferred; but, in that case, a clause assigning damages for a breach of it should be added (*see the Author's Practical Forms of Agreements*).

will in writing, duly executed and attested, bearing date, &c., and thereby [gave and] devised, &c. (*setting out the devise*).

AND WHEREAS (*e*) the said testator died on the — day of —, 18—, without having revoked or altered his said will, which has since been proved in the Principal (*f*) Registry of the Probate Division of the High Court of Justice.

AND WHEREAS the said C. D. has intermarried with, and is now the wife of, the said (*obligor*); but she has not yet attained the age of twenty-one years.

AND WHEREAS the said (*obligor*), and C. his wife, have contracted with the said (*obligee*) for the absolute sale to him of the dwelling-house and premises so devised to her as aforesaid, free from all incumbrances, at the sum of — pounds, and the same premises have, by indenture bearing even date with, and executed immediately before these presents, been conveyed and assured unto and to the use of the said (*obligee*) accordingly.

AND WHEREAS upon the treaty for such sale it was mutually agreed between the said parties that the said (*obligor*) should execute the same immediately, and that the said C., his wife, should execute the same, and do all such other acts as might be requisite for passing her estate, right, and interest, in and to the said premises, unto the said (*obligee*), his heirs and assigns, within one week (*g*) next after she should attain the age of twenty-one years, which will be on the — day of —, next; and, in order to secure the due performance thereof, it hath been proposed and agreed that the said (*obligor*) shall enter into and execute the above-written obligation, within the condition hereunder written:

NOW THE CONDITION of the above-written obligation is such, that if C., the wife of the above bounden (*obligor*), do and shall, at his costs and expense,—or, in the event of his death, at her own proper costs and expense, but in either case, at the request of the said (*obligee*), his heirs or assigns, within one week (*g*) next after she shall have attained the age of twenty-one years, or, if she shall then be under any legal disability, then, within one week next after the removal of such disability, attend at the office of W. A., the solicitor for the said (*obligee*), or of his partner or successor in — street, at D. aforesaid (*h*), or at such other place to be then appointed by the said (*obligee*), and then and there sign, seal, and, as her act and deed, in due form of law, deliver the said indenture, on the same being tendered to her for that purpose; AND ALSO, if the said C. B. do and shall, at the proper costs and charges of the said (*obligor*), or, if he be dead, at her own proper costs and charges, but, in either case, at the request of the said (*obligee*), his heirs or assigns, also attend

(*e*) This recital is not material, and may therefore be omitted when brevity is desired: but it is usually inserted to show the date of the testator's death, and where the will may be found.

(*f*) Or, if so—in the District Registry of, &c., at D.

(*g*) Or,—one calendar month (*or other time*).

(*h*) Or,—at the dwelling-house—or, counting-house of the said (*obligee*).

before such perpetual commissioner (*i*) for taking the acknowledgments of married women, appointed under and by virtue of an Act of Parliament made and passed in the third and fourth years of the reign of His Majesty King William the Fourth, intituled, "An Act for the Abolition of Fines and Recoveries, and for the substitution of more simple modes of Assurance" (*k*), and at such time and place, or times and places, as the said (*obligee*), his heirs or assigns, shall for that purpose appoint, and then and there submit to be examined by such commissioner (*i*), apart from her said husband, and true and proper answers make to all necessary and proper questions, which shall be propounded and required of her by the said commissioner (*i*) touching her age, and her knowledge and understanding of the nature and contents of the said deed, and her estate, right, and interest intended to be passed, conveyed, and assured thereby, and her consent thereto, and any other matters connected therewith. [AND ALSO do and shall make, sign, and execute any acknowledgment, declaration, or other document that may be necessary or proper to be signed and executed by her upon such occasion or occasions relative to the said premises, and which shall be then and there tendered to her for that purpose (*k*)] AND ALSO that if the said (*obligor*) and C., his wife, or the said C. B. alone, in the event of his death, do and shall, at his or her own proper costs and expense, and, in either case, at the request of the said (*obligee*), his heirs and assigns, within the time and at the place aforesaid, or other the place to be appointed for that purpose, sign, seal, and in due form of law, deliver all such other deeds, conveyances, and assurances, and perform and execute all such other acts, matters, and things whatsoever, for the more effectually or satisfactorily conveying, assuring, and confirming the said hereditaments and premises, or their respective estates, rights, or interests therein, or in any part thereof, unto the said (*obligee*), his heirs and assigns, in manner aforesaid, or in such other manner as by him or them, or his or their counsel, in the law, shall be advised or required, and at his and their own proper costs be prepared and tendered for execution; THEN the above-written obligation to be void and of no effect, or else to be and remain in full force and virtue.

SIGNED, SEALED, &c. (*as in the preceding form.*)

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## No. CXXXV.

### *For the Fidelity of the Manager of a Business (l).*

KNOW ALL MEN by these presents, THAT WE (*the obligor*), of, &c., Grocer, and (*the surety*) of, &c., are held, &c. (*as in p. 78*).

(*i*) Or,—a judge.

(*k*) This clause is applicable only where a provision has been, or is intended to be made, for the party acknowledging, and the document conferring it is to be executed before the Commissioner.

(*l*) Stamp 2s. 6d. for every £100 of penalty with a maximum of 10s.

WHEREAS the said (*obligee*) (*m*) has engaged (*n*) the said (*manager*) to act as his agent in [superintending] managing, and conducting the business of [and works appertaining to] a coal vendor (*o*) at G., in the county of K. [for the term of — years] upon the terms [mutually agreed upon between them (*p*) and] hereinafter expressed, and on entering, with the said (*surety*), into the above-written obligation with the condition hereunder written.

NOW THE CONDITION of the above-written obligation is such, that if the above bounden (*manager*) do and shall, from time to time, and at all times hereafter during [the continuance of] the said engagement (*q*), diligently and faithfully superintend, manage, and conduct the said business (*r*), and devote the whole of his time and attention thereto (*s*), and use his best [and utmost] endeavours to continue and promote the custom thereof (*t*).

AND ALSO do and shall at all times, during, and after, the said employment, keep all the secrets and matters of, and relating to the said business and the affairs of the said (*obligee*), his executors, administrators, co-partners, and assigns, and of his and their family, friends, and connections, which ought not to be disclosed [or made public];

AND ALSO do and shall from time to time make and keep true and correct inventories and accounts of all (*u*) such property, moneys, securities, effects, and things belonging to, or entrusted to his custody or care, as such manager or agent as aforesaid, or otherwise, either

(*m*) If engaged by a company, instead of the name substitute—the said company throughout.

(*n*) Or,—selected and appointed.

(*o*) This may be made applicable to any other business.

(*p*) If desired, these terms can be specified in a separate document. In which case, they should be here referred to as—and contained in an agreement bearing date, &c., and made, &c. This document should be exhibited as that herein referred to. (*See title Exhibits.*)

(*q*) Or,—so long as he shall continue as such agent—or, hold the office of agent for the said company.

(*r*) If of an hotel, &c., here add—of the said hotel—or, restaurant—or, supper-rooms (*or, as the case may be*).

(*s*) If either of the above businesses, here add—and (*if so agreed*) constantly employ himself therein and reside in the said hotel—or, give such attendance thereto as may be requisite for the due [and efficient] management thereof and for the interest of the said (*obligee*).

(*t*) If an agreement be made, in writing, embodying the duties of the agent in a separate form, which is desirable, this document may be shortened by merely adding here—And also do and shall, in all other respects, duly and faithfully perform and fulfil the several other duties and obligations which from time to time shall devolve on, or be requisite or necessary to be discharged and performed by him, as such agent as aforesaid, by and according to the true intent [and meaning] of the agreement hereinbefore recited [*or, referred to*]. Then the above written obligation, &c. (*as in p. 79*).

(*u*) If the obligor is to have the charge of any kind of personal effects, in an hotel or other such place, here add—the household furniture, plate, linen, effects, articles and things now being in and about the said hotel (*or other place*) and comprised in the inventory hereunto—or, to the said agreement—annexed, signed by, and this day delivered into the custody and entrusted to the care and protection of the said (*obligor*) (*as he hereby admits*) and also of all such other property, &c. (*as above*).

by the said (*obligee*), his executors, administrators, co-partners, or assigns, or any other person or persons whomsoever connected with, or employed in the said business; and do and shall preserve and keep such property, moneys, effects, and things, in a safe, careful, and proper manner, order, and condition [or cause the same to be so preserved and kept].

AND ALSO do and shall diligently, carefully, and constantly keep (*x*) true and correct accounts, entries, and memoranda of all the dealings relating to the said business in a distinct, clear, and proper manner in such books and in such forms as the said (*obligee*), his executors, administrators, co-partners, or assigns, shall, from time to time, require; and do, and cause to be done, all such other acts, matters, and things as shall be requisite or required to be done by him in the course of, and relating to the same business; and to his office and duties as such agent as aforesaid;

AND ALSO (*y*) do and shall when, and as often, during [and after the expiration of] the said term, as he shall be thereunto required [in writing], by the said (*obligee*) (*z*), his executors, administrators, partners, or assigns, prepare and deliver to him or them, in [a fair hand] writing, full, true, and clear statements of all accounts and explanations of, and relating to all dealings and transactions whatsoever occurring in, concerning, and relating to the said business; and of all moneys, securities for money, property, and effects whatsoever, which now are, and, in the course of the said business, shall or may be delivered to, come to his hands, entrusted to his care, received, paid, expended, disbursed, and employed, by him therein, as such manager and agent as aforesaid either by, or for his use, or on account of the said (*obligee*), or his executors, administrators, co-partners, or his or their customers, or other persons to whom he or they shall or may be, in any manner, liable or accountable for the same;

AND ALSO do and shall, when and as often as he shall be required, as last aforesaid, account for, pay and deliver to the said (*obligee*), his executors, administrators, partners, and assigns, all such sum or sums of money as he or they shall, from time to time, require of him during the said employment; and at the termination thereof, peaceably quit and deliver up to him or them as well the possession of the said premises as also all such property, moneys, effects, and things as shall then be in his care, custody, possession, or power, as such agent as aforesaid;

AND ALSO do and shall, at all times during the said term, require and cause the [inferior clerks and] servants in the said business under his supervision and control, duly and faithfully to perform their several duties therein, and to conduct and demean themselves in an

(*x*) If it be intended that the manager shall only superintend the accounts and be answerable for their accuracy, instead of the word "keep," here substitute—**superintend**; adding, after the following word "business"—**and cause them to be regularly kept, &c. (as above).**

(*y*) If the agent is merely to superintend the accounts, omit this clause.

(*z*) Or, by the said company.

orderly, proper, and respectful manner, in all respects, towards himself, each other, and the said (*obligee*), his executors, administrators, copartners, and assigns, and his and their family, friends, visitors, connexions, and customers;

AND ALSO do and shall not embezzle, conceal, remove, lend, spend, waste, or wilfully cancel, obliterate, spoil, damage, or destroy any such property, moneys, securities, books, papers, writings, cash, stamps, or effects or things, or knowingly permit the same to be embezzled, removed, concealed, wasted, cancelled, obliterated, spoiled, damaged, or destroyed by any other person or persons whomsoever, without the consent or knowledge of the said (*obligee*), his executors, administrators, partners, or assigns;

AND ALSO do and shall, in all other respects, acquit, and demean himself in all respects as a diligent, faithful, honest, and respectable, manager and agent, as aforesaid; and so as not to occasion any loss, injury, risk, liability, or unnecessary annoyance to the said (*obligee*), (*a*) his executors, administrators, or assigns, during the said employment; THEN the above-written obligation, &c. (*as in p. 79*).

## No. CXXXVI.

### *Administration Bond (b).*

KNOW ALL MEN by these presents, that WE (*the administrator*), of, &c., Draper, and (*the sureties*) (*c*) of, &c. (*describing each of them*) are jointly and severally bound unto the Right Honourable Sir James Hannen, Knight, the President of the Probate, Divorce, and Admiralty Division of the High Court of Justice, in the sum of — pounds (*d*) of good and lawful money of Great Britain, to be paid to the said Sir James Hannen, or to the President of the said Division for the time being: For which payment well and truly to be made we bind ourselves, and each of us, for the whole, our heirs, executors, and administrators, firmly by these presents. SEALED with our seals. DATED this — day of —, in the year of our Lord one thousand eight hundred and —.

THE CONDITION of this obligation is such, that if the above-named (*administrator*), the lawful husband (*e*) of (*the Intestate*) (*f*), late of,

(*a*) Or,—company.

(*b*) Where the estate is under £100, no stamp duty; over £100, stamp duty 5s.

(*c*) In ordinary cases two sureties are required, but only one if the property is *bonâ fide* under the value of £50.

(*d*) This sum must be *double* the amount of the *gross* assets as shown in the affidavit for Inland Revenue.

(*e*) Or,—the lawful widow and relict.

Or,—A. B., the sole executor of the will of C. D. [widow] deceased, whilst living, the relict of one of the executors and the universal legatee named in the last will and testament of W. D., late of, &c., Grocer, deceased, who died, &c. (*as above*).

Or, the natural and lawful brother—or, brother by the half blood—and one of the next of kin of (*the deceased*).

Or,—the lawful nephew, and one of the persons entitled in distribution of the personal estate and effects of the said (*deceased*), late of, &c., who died, &c. (*as above*), and (*if so*) administrator with the will annexed of all and singular the personal estate and effects of the said deceased.

(*f*) In the margin of these bonds a statement should, when the right is derived

&c., deceased, who died (g) on the — day of —, 18—, do when lawfully called upon, make, or cause to be made, a true and perfect inventory of all and singular the personal estate and effects of the said deceased, which have or shall come to his hands, possession, or knowledge, or unto the hands or possession of any other person for him, and the same so made do exhibit, or cause to be exhibited, in the Principal Registry of the Probate Division of Her Majesty's High Court of Justice whenever required by Law so to do, and the same personal estate and effects, and all other the personal estate and effects of the said deceased at the time of his death, which at any time after shall come into the hands or possession of the said (*administrator*), or into the hands or possession of any other person or persons for him, do well and truly administer according to law (that is to say), do pay the debts which he did owe at his decease. And further do make, or cause to be made, a true and just account of his said administration whenever required by law so to do, and all the rest and residue of the said personal estate and effects, do deliver and pay unto such person or persons as shall be entitled thereto, under the Act of Parliament intituled "An Act for the better settling of Intestate's Estates," and if it shall hereafter appear that any last will and testament was made by the said deceased, and the executor or executors, or other persons therein named, do exhibit the same unto the said Division of the said Court, making request to have it allowed and approved accordingly, if the said (*administrator*) being thereunto required, do render and deliver the said Letters of Administration (approbation of such testament being first had and made) in the said Court, then this obligation to be void and of non-effect, or else to remain in full force and virtue.

SIGNED, SEALED, and DELIVERED by	( <i>The administrator</i> ) (L.S.)
the within named A. B., C. D., and	( <i>First surety</i> ) (L.S.)
E. F., in the presence of . . . . }	( <i>Second surety</i> ) (L.S.)
H. M.	

A clerk in the principal registry of the Probate, Divorce, and Admiralty Division (*Probate*) (*h*).

through several representations, be made, namely—J. B., wife of C. B., of &c., the surviving executor and universal legatee named in the said will, and J. P., the [sole] executor named in the said codicil, having renounced probate and execution of the said will and codicil; and the said deceased having died a bachelor without parent, brother, or sister.

Or,—the above-named (*administrator*), the sole executor of A. B., deceased, was, whilst living, the natural and lawful father and next of kin of S. B., of &c., Grocer, a bachelor.

When the father dies after a son and leaves a will, state in the margin—The said A. B. survived the said deceased but died without having taken upon himself letters of administration of his personal estate and effects.

(g) If the time of death be unknown: see p. 9, n. (n).

(h) Or, A commissioner, &c.: see No. 38 or 44 of the Principal Registry or District Registry Rules respectively for the regulations as to who may attest these bonds.

## No. CXXXVII.

*By Officer of Provident (or other similar) Society (i).*

KNOW ALL MEN by these presents, that we, A. B., of —, one of the officers of the — Society, Limited, established at —, in the county of —, and C. D. of — (as surety on behalf of the said A. B.), are jointly and severally held and firmly bound to the said society in the sum of —, to be paid to the said society, or their certain attorney, for which payment well and truly to be made, we jointly and severally bind ourselves, and each of us by himself, our and each of our heirs, executors, and administrators, firmly by these presents. SEALED with our seals. DATED the — day of —, in the year of our Lord —.

WHEREAS the above bounden A. B. has been duly appointed to the office of —, of the — Society, established as aforesaid, and he, together with the above bounden C. D., as his surety, have entered into the above-written bond, subject to the condition hereinafter contained: Now, THEREFORE, the condition of the above-written bond is such, that if the said A. B. shall and do render a just and true account of all moneys received and paid by him on account of the said society, at such times as the rules thereof appoint, and shall and do pay over all the moneys remaining in his hands, and assign and transfer or deliver all property (including books and papers) belonging to the said society (*k*) in his hands or custody, to such person or persons as the said society, or the committee thereof, appoint, according to the rules of the said society, together with the proper and legal receipts or vouchers for such payments, then the above written bond shall be void, otherwise shall remain in full force.

SEALED and DELIVERED in the presence of  
(*Two witnesses.*)

CASES FOR THE OPINION OF COUNSEL (*l*).

## No. CXXXVIII.

*Case.*

A. entered into the following contract with B. :—

July 22, 18—.

Mr. A. agrees to sell his property at R. comprising a family

(*i*) See Schedule III. of Industrial and Provident Societies Act, 1876 (39 & 40 Vict. c. 45). For similar bonds in the case of Friendly societies or Building societies: see Schedule III. to the 38 & 39 Vict. c. 60, and the first form in the schedule to the 37 & 38 Vict. c. 42, respectively. No stamp required.

(*k*) Or, and assign and transfer or deliver all securities and effects, books, papers, and property of or belonging to the said society.

(*l*) A case for the opinion of counsel should simply be a clear statement of the true facts and circumstances upon which the opinion is desired. These facts and



house — cottages and — acres of land, more or less, for the sum of — pounds, to be paid at Michaelmas next, and the estate to be delivered to Mr. B. on the money being paid, he being the purchaser thereof. The conveyance and all law expenses to be paid by Mr. B. the purchaser.

— pounds received by Mr. A. this day as deposit.

WITNESS,

W. E.

A.

B.

At the time of making this contract the vendor expressly stated to the purchaser that there was some dispute as to the title of the estate, and requested that it might be left out of the contract as he could not make the title good. The purchaser insisted upon its being inserted and said he would take the title as it was. The purchaser's solicitor, however, after the abstract was delivered, required the title to be made perfect in all respects, which the vendor refused to do. This opposition was kept up till 18—, the vendor having in the meantime completed the title to part, and to that to which the difference above alluded to were attached, he completed as far as he could, and the purchaser sent the drafts of his conveyance, &c., for the vendor's perusal, and some of the engrossments for execution.

The purchaser now refuses to complete the purchase unless he is allowed interest on his purchase-money, — pounds for dilapidations, and — pounds for law expenses, making together — pounds; and he refuses to rescind the contract without receiving interest upon his purchase-money and his law expenses amounting to the same sum.

Your opinion is therefore desired on behalf of the vendor on the following points:—

circumstances should neither be magnified nor diminished, neither glossed nor blurred. They should be stated in chronological order. No hypothesis should be used, except to bridge over a chasm which might otherwise interrupt the connection of the subjects, in which case it should be introduced thus—it is believed so and so is the case, but there is no available evidence of it at present. Neither should any arguments be used. All counsel wants is the facts. He will apply his own views and the law to them. It is, however, allowable when there are discrepancies in the statements of witnesses or conflicts in the analogous cases. But then it should be shown somewhat after this manner—it is presumed that inasmuch as A. had better means, or greater opportunities of acquiring a knowledge of the circumstances than B., his evidence is more reliable than the latter—or, he would make the better witness—or, that which A. states cannot be true. So as to cases: it may be said that the case *A. v. B.* seems strongly in point with this, but, it will be seen, it differs in this, &c. (*stating it*). So with regard to local customs. They might and ought to be explained, if uncommon, so that their local acceptance and operation may be properly understood. So any scientific term or matter should be explained with which it may be reasonably supposed counsel will not be fully acquainted. The case too should show on whose behalf the opinion is desired; for that is often material for him to know in order to direct the bearings of it. So as to the points upon which the opinion is required. These should be stated separately, for it saves him the trouble of rambling over the whole statement without knowing upon what particular points he is to advise, and enables him at once to turn his attention to them and give direct and specific, and therefore the more valuable, replies to each. For a variety of cases relating chiefly to real estate, with the opinions of eminent counsel annexed thereto, see "*Cases and Opinions*," 2 vols., Brook, London, 1791.

1. Whether he is liable to pay interest upon the purchase-money, whether it has been invested or not?
2. Whether he is bound to allow the sum claimed for repairs, or whether he should repair the premises himself, and if so, whether he must put them into tenantable or substantial repair? and—
3. Whether under the terms of the contract the purchaser is not bound to pay the costs he has driven the vendor to in completing the title as well as his own?

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### No. CXXXIX.

#### *Case.*

W. C., by his will, bequeathed to his nephew J. C., a soldier in Her Majesty's service, certain leasehold property to hold to him, his executors, administrators, and assigns, during all his, the testator's, term and interest therein. Testator died on the 16th August, 18—. Will proved — of November following.

J. C. survived the testator, but died on his way home from India, leaving a will dated — June, 18—, whereby he left M. A., the wife of D. F., his universal legatee.

Administration with the will annexed (no executor being appointed) was granted to Mrs. F. on the — of December, 18—, who thereupon with her husband, claimed possession of the property in question.

The widow and executrix of the first testator required payment of the legacy duty before she gave up the possession, but this being refused, and she much harassed, gave up possession without receiving it; and she has since been compelled to pay the duty to the officers of Inland Revenue.

She is therefore now, with her husband, desirous of enforcing payment of the duty.

You will therefore be pleased to advise whether or not she can do so, and if so, in whose name the action should be brought.

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### CXL.

#### *Case.*

Mr. L. M., by his will, dated the — day of January, 18—, gave as follows:—

I give and bequeath my lifehold property at Cowgrove, aforesaid (held by the life of my nephew G. M.), and also the sum of £100 sterling unto the said G. M. absolutely, during all my estate term, and therein subject to the payment and performance of the rent and covenants in the lease, by which I hold the same, contained.

This estate consists of a dwelling-house and building, in bad repair, and about — or — acres of land.

The testator, who occupied his own estates, died on the — day

of —, last, leaving the lands tilled and cropped (with his others) in due course of agriculture.

There is no specific bequest of his stock or crops in his will, nor are they specifically mentioned in the residuary clause under which they pass, with other personal estate, to his executor in trust for divers legatees.

The testator's estate consisted of copyhold as well as freehold and lifehold property. Of this copyhold he died seized and in possession; and his own being the last life by which it was held, it reverted to the lord of the manor, at his death, subject to the widowhood of his widow, who, by the custom of the manor, is indisputably entitled to the whole, and will be shortly admitted to it for her widowhood.

The buildings upon this (copyhold) property, however, are also in want of considerable repair, and the lord has power by the custom to enforce them; but there is no special power given by the will to the executrix to do them.

These lands were likewise left by the testator at his death in tillage and cropped in due course of agriculture, but no mention is made of them or of the crops in the will.

Your opinion is desired on behalf of the executors on the following points:—

1. Whether Mr. G. M., the devisee, is entitled to the crops on the lifehold property devised to him, and if so, whether the executors are not entitled to be paid for the tillage and seed, and whether the executors are, or are not, bound to repair the buildings thereon?
2. Whether the widow is entitled to the crops on the copyholds; and if so, if the executors are entitled to be paid for the seed and tillage, or whether the crops belong exclusively to the executors as emblements.

And whether the executors are, or are not, bound to repair the buildings on this property?

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## No. CXLI.

### *Case.*

MR. A. B. will be pleased to peruse the accompanying abstract and conditions of sale and advise on behalf of the intended but unwilling purchaser whether or not the title is such as he can be compelled to accept.

The most important question seems to be that whether the land (16a. 3r. Op.) passed under the word "Tenements" in the sense in which it appears to have been used in the lease in connexion with the word "messuages." It is contended that it being used with the latter word, thus, "messuages or tenements," it refers to the buildings, or at most to the homestead, and not to the land which forms no part of the homestead. To obviate this the stewards of the lessor say that the description is the same as in the old lease, and offer to

endorse on the license to assign what lands they suppose the word "tenement" to comprise, but it is submitted this will not be sufficient to answer the purpose of an express grant.

The next important question is with respect to the surrender of the old lease. It appears that the new lease was granted in consideration of the surrender of a former lease, which had not expired, but was depending upon one of the lives; but it does not appear, nor has it been explained, whether or not that lease was surrendered by deed, though it is submitted it must be, under the 8 & 9 Vict. c. 106, s. 3, so as to give due effect to the new one.

The solicitor for the vendor refuses to recognize the note appended by the auctioneer to the contract at the time of signing it with respect to giving possession, as he says the auctioneer had no authority to make it, although he does not dispute his agency in effecting the sale and signing the contract. It is presumed, however, that the addenda is sufficient to vary the terms of the conditions so as to give the purchaser the right to possession at the periods therein stated.

## No. CXLII.

### *Case.*

ON the — of —, 18—, A. B. [late of, &c.], Yeoman, made [and published] his last Will, in writing, a copy whereof is left herewith, and died on the — day of — following [which was before the Statute of Wills (7 W. IV. & 1 Vict. c. 26) came into operation.]

The testator had three children—a son, named John, who died a bachelor in his lifetime, namely, on the — day of —, 18—; a daughter, now the wife of W. W., named Sarah, who is a devisee and legatee under the will; and another daughter, named Jane, who married J. D., and also died in the testator's lifetime, namely, in the year 18—, leaving only one child, Mr. H. D., who in the will is called the testator's "grandson," and whose father likewise died before the testator. Shortly after his mother's death Mr. H. D. was taken by and resided with his uncle and aunt, W. D. and A. D., both of whom lived together, and are mentioned in the will, and they maintained and brought him up entirely at their own expense.

Sarah W., the testator's daughter, who is still living, was not born in wedlock, and therefore H. D. is the testator's heir-at-law.

Neither Mr. W. D. nor Mr. W. W. has acted under the trusts or directions of the will; nor was the former, till recently, aware of its contents.

The "Freehold Estate, situate at H —," mentioned in the will, consists of a small farm, which, ever since the death of the testator, has been enjoyed by his widow, who is still living; but Mr. H. D., having now attained the age of twenty-one years, it has been given up to him.

It is not known whether the testator's brother, W. H., is now living or not; nor can the information respecting him be readily obtained, as he went abroad some years ago, and it is not known to

what place he went. The probability, however, is that he is dead, as he has not been heard of for the last — years, and he was — years old when he left England. Nor is anything known of his son, J. W. H., as he likewise went out to seek his father in the year 18—, and has not been heard of since.

No title deeds relating to the “Freehold Estate at H —” within the last — years’ date can be found, but it is strongly suspected that the testator or his predecessor, many years ago, mortgaged a part of the estate; for there is a person, a stranger to the family, who claims some adjoining property, evidently once a part of this, and who holds and claims it in such a way as (with his apparent indifference) leads to the conclusion that he is not the true owner in fee; or, indeed, any other claimant than a mortgagee or representative of a mortgagee, especially as he will not state (and perhaps he is not bound to state) how he really does claim it.

You will, however, be pleased to carefully peruse the will, and advise Mr. H. D. on the following points, citing cases bearing on them:—

1. Whether the testator’s widow, A. H., takes any, and if any, what interest in either of the estates mentioned in the will by virtue of the words, “My wife, A. H., to contain the whole during her life,” or is entitled to the profits thereof, or to dower, or to the annuity of £ —, and whether she takes any and what estate by implication in the living called “Cliffs”?
2. What estate does Mr. H. D. take under the will in the freehold estate at H.?
3. Whether, if you should be of opinion that the widow does not take an estate for life by implication or of dower in “Cliffs,” it has descended to Mr. H. D. as heir-at-law?
4. Whether Sarah W. takes any other than a life estate in the premises called “Jones’s,” and the piece of land adjoining?
5. Whether, upon the death of her mother, she will take any and what estate? And, if only a life estate, to whom will the property belong after her death?
6. Whether any estate passed to W. H. and J. W. H., his son, or to W. D. and W. W., and whether any trust devolved on the latter, for the performance of which they are responsible?

## CERTIFICATES.

### No. CXLIII.

*By a Notary that a Power of Attorney was executed in his presence (m).*

To ALL TO WHOM these presents shall come: [Greeting.]  
I (*the notary*), Notary Public, duly authorized, admitted and sworn,

(m) Stamp 1s. For another form, see *post*, under tit. Powers of Attorney.

residing and practising in the City (*n*) of B., in the United Kingdom of Great Britain and Ireland, and also a Commissioner to administer oaths in the High Court of Justice in England, Do hereby certify that I was present on the — day of — instant, and did see (*the constituent*), the person named in the power of attorney (*o*) hereto annexed, duly sign, seal, and in due form of law deliver (*p*), the said power of attorney; AND THAT the name “—” (*q*) set and subscribed thereto, is of the proper handwriting of the said (*constituent*); and that the names “—” and “—” (*q*) set and subscribed thereto as the persons attesting the due execution thereof, are of the respective proper handwriting of the said — and — (*witnesses*), both of whom reside at B. aforesaid.

IN TESTIMONY hereof, I have hereunto subscribed my name and affixed my seal of office this — day of —, 18—.

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#### No. CXLIV.

##### *Of Incorporation of Building Society (r).*

THE Registrar of Building Societies in England (*s*) hereby certifies that the — Building Society, established at —, in the County of —, is incorporated under “The Building Societies Act, 1874.”

The — day of —, 18—.

(*Seal of central office*) (*t*).

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#### No. CXLV.

##### *Of Registration of Alteration of Rules of Building Society (u).*

THE Registrar of Building Societies in England (*x*) hereby certi-

(*n*) *Or*,—town and county—or, town and borough.

(*o*) *Or*,—other instrument.

(*p*) *Or*,—seal and execute.

(*q*) The names as signed.

(*r*) See form in schedule to 37 & 38 Vict. c. 42, as amended by 40 & 41 Vict. c. 63, s. 6. For the formalities to be complied with on applying for incorporation, see s. 17 of the principal Act, and No. 2 of the Treasury Regulations issued in 1882 under the Building Societies Acts, and for the terms of the application, see Form (C) of the appendix to the said regulations. For the forms of application when the society existed on the 2nd of November, 1874, see Form (A) in the said appendix; and for the statutory declaration which in that case is to accompany the application: see *post*, title “*Declarations*.”

(*s*) *Or*,—Scotland—or, Ireland, as the case may be.

(*t*) *Or*, signature of Assistant-Registrar of Friendly Societies. This seal or signature has been substituted by the above amending Act for the signature of the Registrar of Building Societies.

(*u*) See schedule to 40 & 41 Vict. c. 63. For the form of application, see Form (D) in the appendix to the Treasury Regulations (Building Societies) of 1882. For the statutory declaration to accompany it, see *post*, title “*Declarations*.”

(*x*) *Or*,—Scotland—or, Ireland.

fies that the foregoing alterations of (y) the rules of the — Building Society, established at —, in the county of —, are registered under “The Building Societies Act, 1874.”

The — day of —, 18—.

(*Seal of central office*) (z).

## No. CXLVI.

### *Of Registration of Change of Name of Building Society (a).*

THE Registrar of Building Societies in England (b) hereby certifies that the registered name of the — Building Society, established at —, in the county of —, is changed from the date hereof to the name following: —.

This — day of —, 18—.

(*Seal of central office*) (z).

## No. CXLVII.

### *Of Registration of Instrument of Dissolution of Building Society (c).*

(*Building Societies Acts.*)

THE Registrar of Building Societies in England (b) hereby certifies that the foregoing instrument of dissolution (d) of the — Building Society, established at —, in the county of —, is registered under the Building Societies Acts.

This — day of —, 18—.

(*Seal of central office*) (e).

(y) *Or*,—addition to.

(z) *Or*,—signature of Assistant-Registrar of Friendly Societies. For a change of rules in a society still under the Act of 1836: see the procedure indicated in 10 Geo. 4, c. 56, s. 9.

(a) See schedule to 40 & 41 Vict. c. 63. For the form of notice to the Registrar: see *post*, title “*Notices.*”

(b) *Or*, Scotland—or, Ireland.

(c) This certificate is given in Form (O) of the appendix to the Treasury Regulations (Building Societies) of 1882. For the statutory declaration to accompany the instrument of dissolution: see, *post*, title “*Declarations.*” For a similar certificate under 39 & 40 Vict. c. 45: see the Form (A, K) in the appendix to the Treasury Regulations (Industrial Societies) of 21st October, 1876.

(d) *Or*,—alteration of the instrument of dissolution.

(e) *Or*, the signature of the Assistant-Registrar of Friendly Societies for Scotland or Ireland: see No. 26 of the above regulations.

CONDITIONS OF SALE (*f*).

## No. CXLVIII.

## OF FREEHOLDS.

*Conditions of the Sale of the Property described in the foregoing (g) particulars.*

1. THE Property (*h*) shall be put up at a price to be named by the auctioneer, and there shall be two or more bidders (*i*), or no sale.

2. THE vendor or his solicitor may bid once (*k*), and the highest bidder (*l*) shall be the purchaser; and if any dispute shall arise as to any bidding, the property (*m*) shall be put up again at the last undisputed bidding, and no bidding (*n*) shall be retracted (*o*).

3. No person shall advance less at each bidding (*p*) than the sum to be named by the auctioneer [before putting up the property (*q*)].

4. THE purchaser shall, immediately after the sale, pay to the auctioneer — guineas, for the auctioneer, and — guineas for the contract (*r*).

5. THE purchaser (*s*) shall also pay at the same time to the auctioneer (*t*) a deposit of — pounds per cent. on, and in part of, his purchase-money, and sign an agreement (*u*) for payment of the remainder thereof, and also the value of the fixtures and fittings to the

(*f*) For the ordinary conditions of a sale by the Court: see Rules of Supreme Court, 1883, Ord. 55, r. 75, and Appendix L., Form No. 15. In the preparation of conditions of sale the provisions of the Vendor and Purchaser Act, 1874, and the Conveyancing Act, 1881, must be borne in mind, as these Acts apply unless excluded by the terms of the contract of sale.

(*g*) *Or, —annexed—or, annexed handbill.* Sometimes the description is given on the fly-sheet, sometimes the handbill is annexed instead. Either will do, but in the latter case it should be marked by the auctioneer for the purpose of identity. See *post*, title “*Headings*.”

(*h*) If the property is to be sold *in lots*, instead of “the property,” substitute—each lot.

(*i*) If sold in lots, here add—for each lot.

(*k*) If so—for each lot—or, the vendor reserves the right to bid—or, one person will bid at the sale for each lot on behalf of the vendor—see 30 & 31 Vict. c. 48, s. 5.

(*l*) *Ib.*

(*m*) *Or, —the lot in dispute.*

(*n*) If sold in lots, here add—for any lot.

(*o*) It is desirable, when the property is offered in lots and they are numerous, to introduce a condition similar to the following:—The vendor shall be at full liberty to withdraw, vary, or transpose any or either of the lots now offered for sale, or to add any lot or lots not previously sold—or, offered—to any other lot or lots,—or to withhold any portion of any or either of the lots—or, to alter the arrangement of the lots—in any manner as he may think proper; and the lot or lots so varied, transposed, diminished, or added to, shall be sold subject to the same stipulations and conditions, in all respects, as if no such variation or alteration had taken place, or as nearly thereto as may be—or, as circumstances will permit.

(*p*) If sold in lots, here add—for either lot.

(*q*) *Or, —each lot.*

(*r*) If in lots, here add—in respect of each lot. This stipulation is now often omitted.

(*s*) *Or, —of each lot.*

(*t*) *Or, —the vendor's solicitor.* The auctioneer is the proper party to receive it.

(*u*) *Or, —the subjoined agreement.*



property (*x*)—such value to be ascertained as, in the sixth condition, is mentioned—on or before the — day of — next or at such time and place as the vendor shall appoint (*y*), at which time and place the purchase (*z*) is to be completed;—up to which time all outgoings are to be cleared by the vendor;—and from which time the purchaser (*a*) shall be entitled to the rents and profits and (*b*) to the possession of the said premises (*c*); but if from any cause whatsoever (*d*) the completion of the purchase (*e*) shall be delayed beyond the said — day of —, the purchaser (*f*) shall pay interest on his purchase-money, at the rate of — pounds per cent. per annum, from that day to the time of completion thereof, without prejudice, however, to the rights of the vendor under these conditions.

6. THE purchaser (*g*) shall take, and on the completion of the purchase pay for all the grates and other fixtures and fittings (*h*) in and about the “dwelling-house” and offices (*i*), specified in an inventory, to be produced at the time of sale (*k*), at a valuation to be made at the joint expense of both parties on or before the — day of — next, by two disinterested persons, if required, one to be chosen by the vendor, and the other by the purchaser, and to be interchangeably named by the other of them, or his solicitor, on or before the — day of — next, or in case such valuers shall not agree, by an umpire to be chosen by them before entering upon such valuation, whose determination shall be final between the parties; AND in case either the vendor or the purchaser shall, for the space of — days after request, in writing, neglect or refuse to nominate

- (*x*) Or,—on his lot.
- (*y*) Or,—at the office of the said — [in — Street] at W. in the county of H.
- (*z*) Or,—of each lot is.
- (*a*) Or,—the purchaser of each lot.
- (*b*) Or,—but not.
- (*c*) Or,—of his lot.
- (*d*) not attributable to the vendor—or not arising from the gross neglect or default of the vendor.
- (*e*) If so—of any lot.
- (*f*) Or,—purchaser of such lot.
- (*g*) If so—of each lot.
- (*h*) Or,—the timber, timber-like trees, pollards, saplings, and other trees.  
Or,—the coppices, plantations, and underwood—  
Or,—the growing crops manure, and acts of husbandry—  
Or,—customary tenant's fixtures—  
Or,—ornamental statues, fountain's iron fencing, aviaries, conservatories, and pleasure houses.
- Or,—all timber, timber-like trees, pollards, saplings, and every tree, except fir, poplar, sycamore, apple-trees, down to the value of 1s. per stick, inclusive, growing upon the said premises—or, upon lot —, —or, upon the respective lots, except lots — and —, to which this stipulation is not to relate—  
Or,—all the coppices, underwood, and plantations—  
Or,—the growing crops (*if any*), hay and straw, dung, compost, artificial manures, and articles, acts of husbandry, upon the property in hand, usually taken, according to the custom of the country—or, under “The Agricultural Holdings Act, 1883”—by incoming and outgoing tenants—  
Or,—all customary tenant's fixtures in the dwelling-houses and on the land.
- (*i*) If so—on his lot.
- (*k*) Or, if so,—at the price to be then named by the auctioneer.

and appoint a valuer on his behalf; or in case either valuer, when appointed, shall for the like space of time, refuse or neglect to act, or proceed in the matter, the valuer of the other party may proceed alone to make the valuation; which, if made within the time aforesaid, shall likewise be final and conclusive on both the said parties (l).

[Here insert any special conditions (m).]

(l) If the words relative to the expense of the valuation be not inserted at the commencement of this condition, the following should be added here—**And the expense of such valuation shall in all things be borne and paid by the vendor and purchaser in equal moieties (or as the case may be).**

(m) Special conditions of sale require to be carefully drawn as a vendor who puts in such conditions is *bound* to make them explicit, and if he desires to provide for the acceptance of a defective title, the conditions should disclose the *nature* of the defect provided against, as he cannot protect himself by a condition which might operate as a trap to catch an unwary purchaser. On the other hand, whilst properly protecting his own interests, the vendor will be careful that the conditions of sale are not so framed as unduly to alarm a purchaser, and (subject to s. 35 of 44 & 45 Vict. c. 41) depreciatory conditions, calculated to damp a sale used by persons in a fiduciary position may involve the vendors in personal liability towards those beneficially entitled, and lead to an objection to the title.

#### SPECIAL CONDITIONS RELATING TO

##### 1. *The commencement of Title.*

The title to lot — shall commence with the will of W. A., Esq., bearing date the — day of —, 18—; and the purchaser shall not require any other title or information relative thereto than a plain copy of such will, and a declaration of the lot having been in the possession of the said W. A. for — years prior to his death.

The purchaser of lot — shall accept, and be satisfied with such title thereto as the vendor has, and such as will be set forth in the abstract; and the vendor shall not be required or bound to give any further evidence, information, or explanation respecting it.

As lot — was formerly the estate of A. B., Esq., whose title is generally known, and was by him conveyed to C. D., in 18—, the vendor shall not be required to deduce any earlier title than the conveyance to the said C. D.

The title to lot — shall commence with the will of J. W. [or, with the conveyance to J. W., the vendor's father—dated the — day of —, 18—], and no earlier title to the lot shall be required.

It being notorious that lots — and — have been in the possession of T. W. [and his ancestors] for upwards of — years the vendor shall not be required to furnish any evidence [or information] in support of the seisin of T. W., his late father, deceased [or his ancestors], in such lots, or that they were included or passed in the general devise of—or, reference to—these estates in his will.

The title to lots — and — shall commence as follows, namely,—as to premises called “Jones’s” purchased of A. B. in the year 18—, and now forming part of lot —, with an indenture—or, will—dated, &c. (*as above*); and to lot —, with a conveyance, dated, &c., from S. S. and others to T. T., in reversion of certain copyhold grants, dated, &c., by which the property—or, “lot”—was held of O. S., lord of the manor of R., for the life of S. T., since deceased; and the vendor shall not be called upon to prove the death of the said S. T.—or, the title of the said S. S. and others; nor shall any objection be taken by reason of the vendor not having the conveyance to, &c.

The title shall commence, as to lot —, with a conveyance by a mortgagee to the vendor; and the purchaser shall accept the title conferred by such conveyance, dated, &c.; as to Nos. — and —, forming part of lot —, with the will of A. B., dated, &c., which, with a declaration of possession thereof for — years prior to his death, which happened on the — day of —, 18—, shall be received as evidence of the seisin in fee of the said A. B.; and as to lot —, part of which (No. —) is in the parish of B., and the other part thereof (No. —) is in the parish of C.,—with indentures, dated, &c., and, having been always held by the said C. C. as part of his estate at C., it shall

7. The vendor shall, at his own expense, within — days after the sale, deliver to the purchaser or his solicitor (*n*), an abstract of the title to the property and deduce a good title thereto, subject to

be deemed to have passed by the description contained in the deed of appointment under which the estate was vested in him, although the latter parish be not specifically mentioned therein, or the estate—*or*, lands—might be in another county, and no objection shall be made with reference thereto.

The instruments under which the premises—*or*, lots — and —, are held, being licenses to enclose and hold the lands of the lord of the manor of Y., dated, &c., the purchaser shall not be entitled to any other title—*or*, evidence of title—to the premises—*or*, such lot, the vendor having had peaceable possession thereof for — years last past.

The will by which the life estate in the property—*or*, lot—was devised being dated, &c., at which time the testator was seised thereof in fee, subject to a mortgage, since satisfied,—the purchaser shall not require any title previous to such will—*or*, the conveyance to such testator, who purchased it in 18—.

Lot — lying between old inclosures belonging to the vendor and the public highway—*or*, “turnpike road”—having been inclosed by him upwards of — years, the purchaser shall not require any other evidence relating thereto, than a statutory declaration of the possession or the receipt of the rents and profits thereof during such period.

## 2. Identity.

The vendor shall not be required to identify by names or quantities the property in its present state with the ancient description given in the title deeds or documents abstracted, or of property partitioned, or to show the discharge or satisfaction of any legacy given by will of more than — years' date.

It being doubtful whether lot — is freehold, or held for a long term of years, the purchaser shall not require any other evidence or identity thereof than is shewn by the deeds and documents set forth in the abstract.

Where, on account of any part of the property—*or*, any lot—having been conveyed under a general description, or of the hedges or boundaries dividing the property—*or*, the freehold from the leasehold part having been removed or otherwise, evidence of the seisin, possession, or identity, is not afforded by the title deeds or documents, a statutory declaration of the possession or receipt of the rents and profits thereof for — years and upwards, or of the identity of the premises, shall in any case, not specially provided for in these conditions, be deemed sufficient evidence of the seisin, possession, and identity.

Various alterations having been made by the removal of fences, laying several fields together, and by inclosures, the vendor shall not be required to give further proof as to their identity than the description contained in the deeds and documents comprised in the abstract to be delivered to the purchaser—*or*, the quantities and descriptions given in the tithe survey—which as well as the quantities mentioned in the annexed particulars, shall be considered binding on both the vendor and purchaser.

No evidence of the boundaries of the manor or extent of the manorial rights within the manor, or of the statement in the particulars of sale, or as to the nature or origin of the chief, fee, or quit rents now payable, or other manorial rights shall be required, save such as the copies of court rolls and manorial papers in the vendor's possession (which will be delivered to the purchaser on the completion of his purchase) will afford, and this evidence shall be deemed sufficient and conclusive.

*In Case of Deeds of Composition.*—The production of the London Gazette containing the notice of the conveyance and assignment to the vendors shall be taken as

(*n*) *Or*,—to the purchaser of each lot—*or*, to the purchaser of each lot whose purchase-money shall amount to — pounds—*or*, to the purchaser of lots — and — who shall, within — days from the day of sale, require it, and undertake to pay the expense—*not* exceeding, in each case, — pounds of preparing an abstract, &c. (as above).

these conditions [and to the special circumstances as set forth in the annexed particulars]; *and* shall produce the title deeds (*o*) for

sufficient evidence of the due execution and attestation of such deed, and of compliance with the Act of Parliament in that behalf.

### 3. Allotments.

Lot —, which was an allotment under the S. Inclosure Act, is not, in the award under that Act expressed to have been set out and awarded to the said J. W., deceased, in lieu of his rights of common and other rights, in and over his other estates—*or*, other property—but the purchaser shall not require any evidence in support of the fact, or any information relative thereto, or of the regularity or validity of such award, or of the custody or registry thereof, or to show that the said J. W. had other lands in the said parish.

Whereas the title to lot — is derived from the award under G. Inclosure Act, which bears date the — day of —, 18—, the purchaser shall not require any other evidence of the title to such lot than a solemn declaration by the vendor, that he and his ancestors have had peaceable possession thereof for — years and upwards; Nor shall it be an objection to the title that no award had been executed under the said Act [there being a clause in the Act authorizing a sale of the allotment before the execution of the award.]

Where any lot or lots, or portion of any lot or lots, shall consist of an allotment or allotments set out under an Inclosure Act or Acts, and awarded to J. W., deceased, the purchaser of such lot or lots shall not require the production of any such acts, or of the award or awards made in pursuance thereof; nor shall the vendor be required to give any evidence—*or*, information whatever to show the particular property of the said J. W. in respect of which such allotment, or respective allotments, were set out and awarded, or that he had lands in the said parish.

### 4. Exchanges.

10a. Or. 14p., part of lot —, was received in exchange for other lands by Mr. G. R., under the powers of the — Inclosure Acts, passed in 18—; and the purchaser shall not require any title, evidence, or explanation relative thereto, or to the property given in exchange prior to the deed of exchange—*or*, the award of the Commissioners — dated the — day of —, 18—, although earlier reference might be made thereto in the abstract.

Lot — was, under the power of the L. Inclosure Act, received by J. K., Esq., deceased, in exchange for other lands, and was purchased of him by the vendor, and the purchaser shall not require any other title than the conveyance thereof, dated the — and — days of —, 18—.

### 5. Title Deeds.

The vendor shall not be obliged to produce any deeds or documents not in his custody or control.

The title deeds and documents—*or*, a part of the title deeds and documents—relating to the property—*or*, to lot — having been destroyed by fire—*or*, stolen—*or*, lost—*or*, mislaid—the purchaser shall not require secondary or other evidence of their contents, except the contents of the conveyance to the vendor (*or*, as the case may be), but (*in case of loss*) in the event of such deeds and documents, or any or either of them, being discovered, they shall belong, and be delivered to the purchaser—*or*, to the purchaser of the lot to which they relate.

If any of the title deeds or documents relating to the property—*or*, to either lot—, shall relate also to other property [of equal or greater value] they shall be retained by the vendor till the whole of the property reserved by them shall have been sold and conveyed, and shall then be delivered to the purchaser—*or*, purchaser of the largest lot—(to be determined by the amount of the purchase money) on his delivering, if required, to the purchaser—*or*, respective purchasers—attested copies thereof, duly stamped, and entering into the usual covenant to produce the originals; such covenant

(*o*) *Or*,—such of them as shall be in his possession [or under his control].

examination therewith, at the office of his solicitor, in — street, at W., in the county of K. (p); and the purchaser (q) shall, within

to be prepared at his own—or, the purchaser's—expense, and to become void if the vendor shall afterwards sell any—or, the remaining—portion of the property—or, lot or lots—retained by him, and shall deliver the same deeds, writings, and documents to the purchaser of such remaining property—or, lot or lots—and procure such purchaser to enter into the same or the like covenants with the purchaser—[or, respective purchasers] at the present sale—or, shall then deliver such title deeds, writings, and documents to the purchaser—or, respective purchasers—at this present sale—on his—or, their respectively—entering into the same or similar covenants with the purchaser—or, respective purchasers—of such remaining lot or lots.

Or,—a better form (under the Conveyancing Act, 1881), where documents are intended to be retained by the *vendor as beneficial owner*, would be—The vendor is to retain all documents relating to any property not comprised in this sale, and to give, at the cost of any purchaser requiring it, a statutory acknowledgment of the right of the purchaser to the production of documents so retained, and to delivery of copies thereof, and also a statutory undertaking for safe custody thereof—or, if the documents are intended to be retained by the vendor as *mortgagee or trustee*, the form, after the words “copies thereof,” should run:—but being a mortgagee [or trustee] is not to be required to give any undertaking or covenant for safe custody thereof.

#### 6. Recitals.

The oldest deed in the vendor's possession being dated on the — day of —, 17—, and containing recitals showing a general deduction of the title for — years and upwards, such recitals shall be taken to be correct; and he shall not be required to support them by, or furnish the purchaser with any other evidence of the facts or circumstances stated in such recitals.

All recitals [of descents, births, marriages, deaths, heirships, intestacies, devises, vestings of terms of years, and all other facts whatsoever] contained in any deeds, court-rolls and other documents of twenty years old or upwards, shall be deemed sufficient evidence thereof respectively.

#### 7. Quantity.

The quantities of the lands stated in the particulars—or, handbill of sale—being taken from actual survey and admeasurements—or, from the tithe survey—are presumed—but not warranted, to be correct, but shall be binding on the purchaser; who shall not object to the insufficiency of the description in any of the title deeds to pass the same.

#### 8. Charges, Indemnities, &c.

Some portions of the property—or, of lots — and — being subject to the payment of an annual ground—or, chief—or, quit—or, lord's—rent of — shillings—or, of small amount, the origin whereof cannot now be ascertained—such rent shall become and be payable wholly and equally out of lots — and —, comprising respectively, as far as can be ascertained, the lands, or the greater part of the lands, out of which such rents respectively issue; and the purchaser of the other lots (if any), subject to such rents shall not require any evidence of identity, apportionment, attornment, or indemnity against the payment thereof.

The property being subject to an entire ground (or other) rent—or, rent-charge—or, annuity—or, legacy—the same shall be paid by the respective purchasers in equal proportions—or, shall be apportioned by the vendor between the respective purchasers in proportion to their respective purchase moneys;—and such respective purchasers shall, at their mutual expense, enter into mutual covenants—or, bonds with two sureties—with each other for payment thereof accordingly, and, if required, for indemnifying the vendor and each other therefrom; such indemnities to contain powers of distress and entry for each proportion thereof.

The purchaser—of each lot—shall take the same subject to land tax—or, tithe

(p) Or,—within — miles from the said purchaser's residence.

(q) Or,—the purchaser of each lot.

— days after the delivery thereof, send to, or deliver at the office of the said A. B. (*or other place*) a statement in writing of all such

rent-charge—*or*, quit (*or other*) rents—and other outgoings as set forth in the particulars of sale; and to all rights of road—*or*, way—*or* other easements whether stated in such particulars [or shown upon the plan (*if one*)] or not.

#### 9. Copyholds.

The property—*or*, lot —, is of copyhold—*or*, customary—tenure, and the vendor shall not be bound to furnish evidence of the custom of the manor with respect to descents, widowhood, or otherwise, —or to deduce or furnish any evidence—*or*, explanation—relative to any prior grant, surrender, or admittance thereto,—or relative to the residence or ages of any or either of the persons by whose lives the property—*or*, lot—is held, which are believed to be correctly stated.

As lot — was, prior to the — day of —, 18—, of copyhold tenure, and was enfranchised by deed of that date, the purchaser shall not be entitled to require the prior title—thereto, or any evidence or information as to the validity of any power or right vested in the lord of the manor to effect such enfranchisement; nor, as to part of lot —, which is believed to be of copyhold tenure, shall the vendor be called upon to distinguish it from the freehold part of such lot, or to show of what manor it was originally holden, or to give any prior title, evidence, or information relative thereto.

#### 10. Life Estates.

The statement in the foregoing—*or*, annexed particulars, shall be deemed to be correct, and the purchaser shall not be entitled to call for any proof of the existence, residence, or age of the person by whose life the property—*or*, lot — is held.

#### 11. Leaseholds.

Lot — being held by lease under the warden and scholars, clerks of W. College, the purchaser shall not require any evidence of the title other than the lease thereof, and, *if one*, the assignment thereof to the vendor.

The purchaser shall not be required to give any evidence of the covenants or conditions in the lease having been performed, —or of the payment of more than — years' rent—*or* of the valid surrender of any pre-existing lease of the property—*or*, of lot —, or any information relative thereto; but the lease by which the property is now held shall be deemed to be valid and subsisting; nor shall he take any objection on account of any assignment or under-lease heretofore made without the license of the lessor or reversioner,—or of the breach of any other covenant or condition in such lease.

In case the superior landlord, under whom the property—*or*, any leasehold or lifehold lot—is held, shall refuse to grant a licence to the vendor to alienate or assign such lot to the purchaser thereof at this sale, the vendor [or his solicitor] shall be at full liberty, by notice in writing [under his hand], to vacate the sale and contract, on returning [to the purchaser] his deposit-money, but without interest, costs, or compensation.

The purchasers of the several lots shall enter into mutual indemnities with each other for payment of the rent reserved by the lease by which the property is held, in such proportions as the vendor shall appoint—*or*, as shall be named at the time of sale,—and for the due observance and performance of the lessee's covenants and the conditions in such lease, and also execute and deliver to the vendor a covenant for indemnifying the vendor therefrom; such indemnities to be prepared and perfected by and at the mutual expense of such purchasers.

#### 12. Dower.

A. B., the vendor's eldest brother, having [— years since] left England, with his wife and family, for America (*or elsewhere*), and not having since been heard of—*or*, it being uncertain whether he or his wife, who is supposed to be entitled to dower out of the property—*or*, lot—is still living or not—*or*, whether he has issue now living or not—the vendor shall neither be required to furnish any other evidence relative thereto

(if any) objections to, or requisitions as shall be raised on the title deduced and not precluded by these conditions, and in default thereof every such objection and requisition shall be considered as waived, and such title, as having been approved and accepted unconditionally by such purchaser; and in this respect time shall be considered as of essence of the contract: *And* in case any objections or requisitions shall be made as aforesaid (*r*) which the vendor shall be unwilling or unable to remove (*Here state any other contingency having reference to the special conditions*), he or his solicitor shall be at full liberty, if he think fit, by notice in writing, to be given to the purchaser (*s*)

than a solemn declaration of the fact of their departure from England, nor to indemnify the purchaser against the same.

No requisition shall be made by reason of the non-acknowledgment of an indenture, dated, &c., by a married woman, party thereto.

### 13. Policies.

The production of the policy on the life assured and mentioned in the particular—*or*, handbill—of sale, shall be taken as conclusive proof of his age, and of the interest in such policy being absolutely vested in the vendor.

### 14. Mortgages, &c.

The vendor, being only a mortgagee—*or*, trustee for sale,—*or*, trustee of a bankrupt's estate—shall not be required by the purchaser—*or*, the purchaser of any lot—to enter into any other than a covenant that he has done no act to incumber, and, where necessary, to produce title deeds.

As the equitable interest in the property—*or*, lot—is vested in the vendors under a conveyance, dated, &c., upon trust for sale, they will not enter into any other covenant than that they have done no act to incumber.

As the vendor holds the property—*or*, lot—under a mortgage, upon which no interest has been paid for upwards of — years, the purchaser shall be satisfied with a statutory declaration to that effect, and with such title as the vendor can give, and such title deeds and documents as are in his possession.

### 15. Fishery, Easements, &c.

The right of fishery—*or*, right of way—(*or other easement*), mentioned in the particulars of the sale [relative to lot —] having been used and enjoyed by the successive owners of the estate—*or*, lot — for many years, the vendor shall not be required to furnish any title or explanation relative to the said right, except, &c.

### 16. Tenants.

The tenant of the property—*or*, of each lot—shall, on quitting, be paid or satisfied by the purchaser for any rights, compensation—*or*, allowances—which, according to the custom of the country—*or*, which, according to the covenants, terms, and stipulations contained in the lease—*or* agreement—by which the property—*or*, lot—is held by such tenant—*or* under "The Agricultural Holdings Act, 1883," he can claim [as between an outgoing and incoming tenant] after making any proper and usual deductions for dilapidations or otherwise therefrom; and that the purchaser shall be satisfied with the time and other terms of quitting according to such custom, lease—*or*, agreement—*or* Act of Parliament.

### 17. Certificates.

All certificates verifying extracts taken from registers kept by Papists, Quakers, Jews, or Dissenters—*or*, Dissenting congregations—*or*, society of Dissenters called "—," at, &c.—shall be accepted by the purchaser as conclusive evidence of the facts stated in such extracts.

(*r*) Here add—to either lot.

(*s*) If sold in lots, here add—of such lot.

to vacate the sale (*t*) notwithstanding any negotiation relative thereto, or any steps which may have been taken in complying with such requisitions or in removing such objections; and thereupon the sale and contract shall become absolutely void, unless such purchaser or his solicitor shall, within — days after the delivery of such notice, agree, in writing, to waive such objections, and declare his acceptance of the title unconditionally: *And* on the sale of any of the property (*u*) being so vacated, the deposit-money shall be returned to the purchaser (*x*), but without any interest, costs, or compensation whatsoever.

8. The purchaser (*y*) shall bear and pay all the costs and expenses of, and attending the conveyance, assignment or surrender of any outstanding estate, or interest, and the obtaining of any Probate, Letters of administration, or any other document required for that purpose, or for evidencing the title thereto: *And* of any deeds of covenant for production of title deeds, or any or either of them; *And* of any disentailing deeds or other assurances or documents required for barring any estates-tail in the property (*z*) or passing the estate or interest of any married woman therein; *And* of and attending the production of all deeds, evidences and documents of title not in the vendor's possession, and all necessary journeys for the examination of the abstract; *And* of procuring any official, attested, or other copies of, or extracts from, any grants, deeds, wills, fines, recoveries, or other documents, whether of record or not, required for the purpose of verifying the abstract or otherwise; *And* also all fines, fees, and heriots, payable [for special courts and] upon the surrender of, [and admittance to] the copyhold part of the property (*a*).

9. On complying with these conditions, and paying the residue of the said purchase-money, and the value of the fixtures and fittings, &c. (*as the case may be*), according to the sixth condition, to the vendor (*b*) the purchaser shall have a proper conveyance (*c*) of the premises [*or*, of the lot or lots purchased by him]; which conveyance (*d*) or other assurance, shall be prepared and perfected by his or her solicitor, at his or her expense, and the drafts thereof shall be sent to or left at the office of the vendor's said solicitor, on or before the — day of — next, for his perusal on behalf of the vendor, and the engrossment for his execution on or before the — day of — next.

10. If any mistake or error shall appear in the particulars of the

(*t*) Of such lot.

(*u*) *Or*,—any such lot or lots.

(*x*) *Or*,—purchaser of such lot.

(*y*) *Or*,—of each lot.

(*z*) *Or*,—any lot or lots.

(*a*) *Or*, to that part of lot — which is of copyhold or customary tenure.

(*b*) The place should be stated, for otherwise the purchaser might be put to the expense of banker's commission and agency charges, or to the expense of a journey by his solicitor.—At the said office of the said A. B. [between the hours of — and — o'clock in the forenoon—or, afternoon.]

(*c*) *Or*,—assignment, surrender, or assurance.

(*d*) *Or*,—assignment, surrender.



property, either in the quantities, boundaries or otherwise, or as to the vendor's interest therein (*e*) such error or errors shall not annul the sale, but the purchasers (*f*) shall accept a compensation in respect thereof; such compensation, in case of disagreement, to be ascertained in like manner in all respects as the value of the fixtures, &c., mentioned in the sixth condition; but no such compensation shall be given unless the purchaser (*g*) shall deliver to the vendor on or before the — day of — next, a statement in writing of the particulars of his claim thereto.

11. If the purchaser of the property (*h*) shall neglect or fail to comply with the foregoing conditions, and to complete his or her purchase at the time and in manner aforesaid, his or her deposit money shall be actually forfeited to the vendor, who shall at any time afterwards be at full liberty to re-sell the said premises (*k*) either by public auction or private contract, without the necessity of previously tendering a conveyance to the defaulter; but this power shall not prejudice the right of the vendor if he shall think fit, to compel the purchaser (*l*) to complete his or her (*m*) purchase; and the deficiency, if any, occasioned by such re-sale, together with all losses, damages and expenses whatsoever attending and incident thereto, shall be borne and paid by such defaulter; and, in case of non-payment thereof on demand, the whole thereof shall be recoverable by the vendor [by action of debt or otherwise] as and for liquidated [and settled] damages; but any increase of price which may be produced by such re-sale shall belong to the vendor.

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## No. CXLIX.

### *(Memorandum to be Appended to Conditions.)*

I (*the purchaser*), of, &c., grocer, do hereby acknowledge that I have this day become the purchaser, at the before-mentioned auction, of the property (*n*) in the foregoing (*o*) particulars, subject to the foregoing conditions, at the price of — pounds, and, in confirmation of such purchase, I have this day paid the auctioneer the sum of — pounds as a deposit on, and in part, of such purchase-money (*p*), pursuant to the fifth condition of such sale; *And* I hereby agree for myself, my heirs, executors and administrators, to pay

(*e*) *Or*,—If leasehold—in the ages of the persons by whose lives the property is—*or*, any lot or lots, or any part or parts thereof, are—held.

(*f*) *Or*,—of such lot.

(*g*) *Of* the lot.

(*h*) *Or*,—of any or either of the said lots.

(*k*) *Or*,—the premises comprised in the lot or lots purchased by him.

(*l*) *Of* such lot.

(*m*) *Or*,—respective purchasers to complete their.

(*n*) *Or*,—lot.

(*o*) *Or*,—annexed.

(*p*) *Or*,—to Mr. A. B., the said vendor's solicitor—*or*, to C. D., the vendor's agent. The auctioneer is the proper party to receive it.

the remainder of the said purchase-money, together with the value of the fixtures and fittings, according to the sixth condition hereinbefore contained; and in all other respects to fulfil on my part such conditions of sale: IN WITNESS whereof, I, the said (*purchaser*): And I, G. O., the auctioneer, as the agent for and on behalf of the said (*vendor*), have hereunto respectively set our hands, this — day of — 18—.

	£	s.	d.	
Purchase money	..	..	..	(Stamp 6d.)
Deposit paid	..	..	..	(Purchaser)
Remainder unpaid £	..	..	..	(Auctioneer.)

No. CL.

*Of Freeholds.*  
(A Shorter Form.)

Particulars and conditions of sale (*q*) by auction of the property (*r*) described in the foregoing particulars.

1. The auctioneer shall name the biddings [for each lot];—the vendor or his agent may bid once [for each lot];—the highest bidder [for each lot] shall be the purchaser;—and no bidding shall be retracted, but if disputed, the property [or lot] shall be put up again at the last undisputed bidding.

2. The purchaser [of each lot] shall immediately after the sale pay the vendor (*s*) — guineas for the auctioneer, and — guineas for the contract, and a deposit of £—— per cent. on, and in part of his or her purchase-money, and sign an agreement for payment of the residue thereof (*t*) at the time and place in the sixth condition mentioned; at which time he is to have possession of the property [or of his lot], or become entitled to the rents and profits thereof; all outgoings being first cleared by the vendor: but if from any cause whatever, not being wilful or attributable to the vendor (*u*), the completion thereof [in respect of any lot or lots] be delayed beyond that day, the purchaser [of such lot] shall thenceforth pay interest at £—— per cent. per annum on the residue of his purchase-money until the completion thereof; without prejudice however, to the rights of the vendor under the eighth condition.

3. The purchaser [of each lot] shall take, and on the completion of the purchase, pay for all the grates and other fixtures and fittings in and about the mansion and offices (*x*).

(*q*) See p. 94, n. (*g*).

(*r*) *Ib.* n. (*h*).

(*s*) *Or*,—to the auctioneer—*or*, to Mr. A. B., the vendor's solicitor.

(*t*) See p. 94, n. (*u*).

(*u*) See p. 95, n. (*d*).

(*x*) *Or*,—dwelling-house and offices—*or*, specified in an inventory produced—at the price named by the auctioneer—at the auction.

4. The vendor will furnish the purchaser [of each lot], or his solicitor, with an abstract of his title to the property [*or, each lot*] [which, (*if the title be limited*) shall commence with a conveyance from A. B. and C. D., dated, &c.]; and all objections to, and requisitions on the title not sent or delivered, in writing, to Mr. A. B., the vendor's solicitor [at his office at G.] within — days after the delivery thereof, shall be deemed waived; and the purchaser [of each lot] shall afterwards be absolutely precluded from raising any objections to, or disputing the title and from requiring any information relative thereto; but if any such objection or requisitions be sent or delivered within that time, which the vendor shall be unable or unwilling to answer or remove (*y*), he shall, in either such cases, be at full liberty to vacate the contract on returning the deposit money only.

5. The purchaser [of each lot] shall pay the costs of preparing and perfecting the necessary purchase deeds and other assurances of the property [*or, of his lot*] and all steward's and other fees (if any) relating thereto; and also the expense of, and attending the obtaining, producing, and furnishing every description of deeds, documents and evidence not in the vendor's possession, and of all information whatsoever required by him, whether for evidencing the title or otherwise (*z*).

6. The residue of the purchase-money [for each lot] shall be paid and the purchase completed on or before the — day of — next, at the office of the said A. B. at G. aforesaid, and the vendor will, on these conditions being performed, duly convey (*a*) and assure the property [*or, each lot*] to the purchaser; but such conveyances (*b*) and assurances shall be prepared and perfected at his own expense; and the drafts thereof shall be sent to the vendor's solicitor — days, and the ingrossment — clear days previously thereto.

7. No error or misdescription shall annul the sale, but a compensation shall be made within — days after the delivery to the vendor in writing of the particulars of the claim thereto; such compensation to be ascertained by reference in the usual manner (*c*).

8. If the purchaser [of either lot] shall fail to complete his purchase (*d*) according to these conditions, his deposit shall be absolutely forfeited to the vendor; who shall be at full liberty to resell the property [*or, such lot*] at such time or times and in such manner as he shall think fit without first giving notice or tendering any con-

(*y*) Here add any other condition upon which the sale is to depend, as in the case of leaseholds—*or, if a license to alienate* [*or, assign*] the property [*or, either lot*] to the purchaser cannot be obtained.

(*z*) Here add any exception, as—*except deed of settlement, dated, &c., and made, &c.*

(*a*) If the property be *copyhold*, instead of the word “convey,” substitute the word “surrender”—*or, if leasehold, “assign.”*

(*b*) If *copyhold*, say—*surrender*—*or, if leasehold—assignment.*

(*c*) *Or,—according to the — condition.* If the fixtures or timber be taken at a valuation, here add the clause applicable to a valuation; see p. 95, sixth condition.

(*d*) *Or,—to comply with these conditions.*

veyance to such defaulter ; and without prejudice to his (the vendor's) other rights under these conditions ; and any deficiency, loss, damage, or expenses whatsoever arising from, or occasioned by such re-sale, and incident thereto, shall be borne and paid by such defaulting purchaser as liquidated and settled damages ; but any increase in price shall belong to the vendor.

I (*the purchaser*), of, &c., grocer, hereby acknowledge that I have this day, at the before-mentioned auction, purchased the property [*or, lot—or, lots*] described in the annexed handbill, subject to the foregoing conditions, at the sum of — pounds ; and I have paid to the — the sum of — pounds as a deposit on, and in part of such purchase-money ; And I hereby agree to pay the residue of the said purchase-money according to the sixth foregoing condition, and in all other respects to fulfil such conditions of sale. And I (*the auctioneer*), as the agent for the vendor, hereby confirm the said contract, in all respects, [*on his behalf*].

WITNESS our hands, the — day of —, one thousand eight hundred and —.

	£	s.	d.	
Purchase money	..	..	..	<i>(Signatures, see preceding form.)</i> <i>(Stamp).</i>
Deposit paid	..	..	..	
	<hr/>			
Remainder unpaid	£	..	..	
	<hr/>			

No. CLI.

*Of Freeholds.*

*(A concise Form.)*

1. The highest bidder [for each lot] shall be the purchaser ;— the vendor may bid once [for each lot] ; disputed biddings shall be revoked, and the preceding biddings continued, or, at the discretion of the auctioneer, the property [or lot] shall be put up again at the last undisputed bidding (*e*).

2. The purchaser [of each lot] shall immediately after the sale, pay [£— for the auctioneer, and contract, and] a deposit of £— per cent. on, and in part of the purchase money, and sign an agreement for the payment of the remainder on the — day of — next ; when all outgoings [in respect of each lot] shall be defrayed by the vendor, the purchase [of each lot] completed, and possession given to the purchaser ; but if the completion thereof be, from any cause whatever, not being wilful or attributable to the vendor, delayed beyond that day, the purchaser shall have possession of the property [or of his lot], or become entitled to the future rents and profits thereof,

(*e*) If desired, here insert the following condition—No person shall advance less than £— per cent. at each bidding for lots — and £— for each of the other lots.

and pay interest on the residue of his purchase money at the rate of £—— per cent. until the completion thereof (*f*).

3. A proper abstract of the title to the property [or each lot] [which shall commence with an Indenture of —— bearing date, &c. (*g*)], shall be furnished to the purchasers thereof at the expense of the vendor [within —— days from the day of the sale] but the expense of, and attending the conveying (*h*), and of obtaining or furnishing any documentary or other evidence required shall be borne by such purchaser.

4. All objections to, and requisitions on the title [to either lot,] not made within —— days next after the delivery of the abstract shall be deemed to be waived and the title unconditionally accepted; but if any be furnished which the vendor shall object to comply with, he shall be at full liberty to abandon the contract on returning the deposit money only; notwithstanding any concession, partial compliance, or correspondence by him, or his solicitor, in respect thereof (*k*).

5. No error or misdescription of the property [or lot], shall annul the sale, but a compensation shall be made in respect thereof [the particulars of the claim thereto being sent to the other party within —— days from the date of sale]; and such compensation shall be estimated by two competent persons [or valuers], one to be chosen by each party, or by an umpire chosen by the referees in the usual manner (*l*).

6. If the purchaser [of either lot] fail to complete (*m*) his purchase according to these conditions, his deposit money shall be absolutely forfeited to the vendor, and the property [or lot] resold in like manner without notice or tendering a conveyance; and any deficiency, with the expenses attending such re-sale, shall be paid by such defaulting purchaser, and any increase in price shall belong to the vendor.

(*f*) See p. 95. If timber or fixtures are to be taken at a valuation, here insert the following condition—**The purchaser of the property—or, each lot—shall pay for timber and timberlike trees, fellers, and saplings thereon down to one shilling per stick inclusive.**

*Or*,—the purchaser [of each lot] shall pay for all the fixtures and fittings in the dwelling-house and offices, and specified in the inventory now produced at a valuation to be made in the usual manner—or, by Mr. A. B., of, &c., appraiser.

(*g*) If the title is to be limited or subject to any reservation, or the property be sold subject to any charge—a mortgage, an annuity, or the like, it should be here stated thus—which is to be sold, subject to mortgage for £— and interest amounting to £— charged thereon—or, subject to an annuity of £— to A. B., aged —— on his last birthday—or, except as to part of the property—or, lot—in the occupation of C. D., the title, which being only prescriptive—or, possessory—shall be deduced for twenty years last past.

(*h*) *Or*, if *leasehold*, instead of conveying, substitute—*assigning*.

(*k*) If the property be sold in lots, here insert the following condition—the purchaser of lot —— shall be entitled to hold the title-deeds; but he shall, at the expense of the respective parties requiring it, acknowledge the custody thereof, *or* enter into the usual covenant to produce them, and to give copies, or abstracts of, or extracts therefrom.

(*l*) See preceding form, n. (*c*).

(*m*) *Or*,—to comply with these conditions.

I, the undersigned (*purchaser*) of, &c., grocer, hereby acknowledge that I have this day purchased, at the before-mentioned auction, the property [or lot] described in the annexed particulars, at the sum of — pounds, and have paid a deposit of — pounds thereon according to the foregoing conditions; and I agree to fulfil such conditions in all other respects: AND I, the undersigned A.B., the auctioneer, hereby confirm the said sale on behalf of the vendor. WITNESS our hands, this — day of —, 18—.

	£	s.	d.	
Purchase money	..	..	..	(Signatures, see p. 104).
Deposit	..	..	..	(Stamp.)
Residue unpaid	£	..	..	

## No. CLII.

### *Of Reversionary Interests (n).*

1. The auctioneer shall name the biddings immediately before offering the property [or, each lot]; there shall be two or more bidders [for each lot], or no sale; the vendor or his agent may bid once [for each lot]; the highest bidder [for each lot] shall be the purchaser, and no bidding shall be retracted; but if either be disputed, the property [or, lot] shall be put up again at the preceding undisputed bidding.

2. The purchaser [of each lot] shall, immediately a'ter the sale, pay to the auctioneer — guineas towards his fee, and the contract, and a deposit of — pounds per cent. on, and in part of the purchase money, and sign an agreement for payment of the residue thereof to the vendor [or, his authorised agent] on or before the — day of — next (*o*), at the office of Messrs. A. B. & Co., the vendor's solicitors at B., in the county of W. (*or, other place*), [between the hours of — in the forenoon and — in the afternoon]; at which time and place the purchase [of each lot] shall be completed, and from which time the purchaser [or, respective purchasers] shall be entitled to all additions (*p*) and other benefits arising or accruing in respect of the property [or, lot] purchased by him, and up to which time all outgoings in respect thereof shall be paid to the vendor (*q*);

(*n*) No general precedent of the conditions applicable to these interests can be given; for almost every one of them varies according to the peculiar circumstances with which they are usually surrounded. This is, therefore, here introduced rather as a guide in, than as a form adapted to, every case.

(*o*) If the vendor be residing abroad, provision should be made (as to time) against the casualties attending the sending of the deeds to him.

(*p*) If of a *policy*, say,—all bonuses, additions, &c. If of a *mortgage*, say,—all interest [due and] to accrue due thereon.

(*q*) If the sale be of a *policy* of insurance, here say,—All the premiums and other sums payable in respect of the said policy shall be paid by the vendor.

*Or*, if the sale be of *shares*, say,—All calls made, and which shall up to that time be made, upon or in respect of the said shares, shall be paid by the vendor.

*Or*, if the sale be of a *legacy*, subject to duty, here say,—except the legacy [*or*, succession], duty payable in respect thereof.

but if from any cause whatever [not being wilful or attributable to the vendor], the purchase [of either lot] shall not then be completed, the purchaser thereof shall thenceforth pay interest on the residue of his purchase money, at the rate of £—— per cent. per annum, until the completion thereof, without prejudice, however, to the vendor's rights under the seventh condition (r).

3. The vendor will, within —— days after the day of sale at his own expense furnish the purchaser [of each lot] with an abstract of the title to the property [or, such lot] (s); and all objections thereto or requisitions thereon not sent or delivered in writing to the vendor's solicitor within —— days next after the delivery thereof shall be deemed waived, and the purchaser shall be absolutely precluded from disputing the title; and if any should be sent or delivered within that time, which the vendor shall be unable or unwilling to answer, remove, or comply with (t), he shall be at full liberty to abandon his contract at any time, notwithstanding any correspondence, negotiation, concession, or partial compliance therewith, on giving the purchaser —— days' notice thereof, and returning the deposit, without interest, costs, or compensation; and thereupon the purchaser [of such lot] shall return the abstract and all documents delivered to him relative to the property [or, lot].

4. All fees (u) and expenses of and attending the searching for, procuring, and producing all deeds and documentary evidence whatsoever, required, either for verifying the abstract or otherwise, not in the vendor's possession, and of all journeys attending the inspection thereof, or the examination of the abstract or otherwise incident or relating to the purchase [of either lot] (x), shall be borne by the purchaser [of such lot].

5. On payment of the residue of the purchase money at the time and place appointed by the second condition, the purchaser [of each lot] shall have a proper assignment [or transfer] of the property [or, of his lot]; such assignment [or, transfer] and all other deeds and documents necessary or required for effectually vesting the property [or, lot] in him, shall be prepared, at his expense, by his own solicitor; and the drafts thereof shall be sent to the vendor's solicitor —— days, and the ingrossment —— days previously to such completion (y).

(r) Here insert any special conditions which may be necessary.

(s) *If so,—which shall commence with the will of A. B., of, &c., gentleman (or as the case may be).*

(t) If there be any other condition upon which it is intended the contract shall be vacated, here insert it. (*See the preceding forms.*)

(u) If the sale be of a legacy subject to duty, here add,—**all the legacy [or, succession] duties payable thereon, or in respect thereof.**

(x) If the production of any expensive document or any special thing is intended to be provided against, here add,—**nor shall the purchaser be required to produce a certain indenture of settlement made on the marriage of A. B. (the vendor's father) with Miss C. C., bearing date, &c., or to furnish any copy or abstract thereof, or any extract therefrom, or information relative thereto.**

(y) If the property be sold in lots, and the title-deeds are to be delivered to the purchaser of the largest lot, here insert the condition *ante*, p. 98.

6. No error or misdescription (z) shall annul the sale; but a compensation, if capable of compensation, shall be made in respect thereof, if, within — days next after the discovery thereof, the purchaser [of the lot] shall send to the vendor the particulars in writing of the claim thereto; which compensation shall be estimated by the auctioneer (a), whose decision shall be binding and conclusive upon both parties (b).

7. If the purchaser [of either lot] shall fail to comply with these conditions, his deposit money shall be absolutely forfeited to the vendor, who shall be at liberty thereupon, or at any time or times afterwards, to re-sell the property [or, lot] as he may think fit; and any deficiency occasioned by such re-sale, with all losses, damages, and expenses of, and attending the same, and incident thereto, shall be paid by, and recoverable against such defaulter as liquidated damages, without first giving any notice whatever or tendering any assignment to such defaulter; and any increase in price arising therefrom shall belong to the vendor; whose rights under these conditions shall not be prejudiced by any step taken by him.

I, A. B., of, &c., gentleman, do hereby acknowledge myself to be the purchaser of the Property described in the annexed particulars of sale at the sum of £ —, and have paid £ — as a deposit on, and in part thereof, AND I hereby agree to complete such purchase and in all other respects to fulfil the foregoing conditions of sale. I, the undersigned C. D., the auctioneer, on behalf of the vendor, hereby confirm the said sale. DATED this — day of —, 18—.

	£	s.	d.	
Purchase money	..	..	..	(Signatures, see p. 104).
Deposit paid	..	..	..	(Stamp).

Remainder unpaid	£	..	..	..
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WITNESS.

No. CLIII.

*Of a Ship or Vessel (c).*

CONDITIONS of the sale by auction on the — day of —, 18—, at the Auction Mart at W., Kent, at — o'clock in the afternoon, of the Ship or Vessel (d) called the —, now lying

(z) If the sale be of reversionary interests or policy, here insert,—in the sums, names, ages, or description of parties or otherwise in the foregoing [or, annexed] particulars.

(a) Or,—by Mr. A. B., an actuary.

(b) If the amount is left for valuation by two or more parties, see n. (g) below.

(c) For the form of commission of appraisement and sale in the Probate, Divorce, and Admiralty Division of the High Court, see Rules of Supreme Court, 1883, Appendix H., No. 16.

(d) Describe the ship according to its class, and state—whether steam (screw or



at (*state the place, as, The West Quay, at Hull*), with her [cargo] stores and tackle (*e*), by order of the owner (*f*).

1. The auctioneer shall name the biddings,—the vendor or his agent may bid once,—the highest bidder shall be the purchaser,—and no bidding shall be retracted; but if either be disputed the property shall be put up again at the last undisputed bidding.

2. The vessel [and her stores, spars, &c.] will be sold in such situation and condition as she may be in at the time of sale, and shall be taken by the purchaser accordingly, and with all faults and defects whatsoever (if any): and no allowance or deduction shall be claimed for deficiencies, either in respect to weights, lengths, qualities, condition or otherwise (*g*).

3. Every bidder shall, if required, immediately after his [last] bidding, declare his name, residence, and business, and the purchaser shall, at the close of the sale, pay to the auctioneer (*h*) — guineas towards his charges [to bind the bargain], and also one — (*i*) part of the purchase money, and sign an agreement for payment of the residue thereof on the — day of — next (*k*); when the purchase shall be completed, and he shall be entitled to possession of the property; but if from any cause whatever on the part of the purchaser it shall be delayed beyond that time, he shall pay interest on the residue of the purchase money at the rate of £ — per cent. per annum until the completion thereof, without prejudice, however, to the rights of the vendor under the seventh condition.

4. The said ship [or, vessel, stores, &c.], shall not be used, altered, displaced, or removed by the purchaser or his agent or any other person by his authority or claiming through or under him, until after the completion of the purchase; but shall afterwards be

paddle) or sailing ship; and if the former, its power; if the latter, whether schooner, brig, or brigantine, &c., —whether full-rigged and equipped, or only hull and dismantled,—and whether stranded or afloat.

(*e*) If so—subject to a mortgage for £ — thereon.

(*f*) Or,—mortgagees—or, underwriters.

(*g*) If the purchaser be required to take any of the following, here add the following condition:—The purchaser shall take and on the completion of the purchase pay for all the stores, engines, gear, mats, sails, spars, tackle, and furniture, of and belonging to the said ship [*or, vessel, &c.*], comprised in the inventory exhibited at the time of sale [*or, annexed to these conditions*], at a valuation to be made in the usual manner *or*, to be made at the joint expense of both parties on or before the — day of — next, by two disinterested persons, if required, one to be chosen by the vendor, and the other by the purchaser, and to be interchangeably named by the other of them, or his solicitor, on or before the — day of — next; or in case such valuers shall not agree, by an umpire to be chosen by them before entering upon such valuation; whose determination shall be final between the parties; and in case either the vendor or the purchaser shall, for the space of — days after request in writing, neglect or refuse to nominate and appoint his valuer, or in case either valuer, when appointed, shall for the like space of time, refuse or neglect to act, the valuer of the other party may proceed alone to make the valuation; which shall, if made within the time aforesaid, be likewise final and conclusive on both the said parties.

(*h*) Or,—broker—or, owner.

(*i*) Usually a *fourth* part.

(*k*) Or,—within — months—or, days next after the day of sale.

removed with due (l) despatch, and without subjecting the vendor to any liability whatsoever in respect thereof.

5. The residue of the purchase money shall be paid and the purchase completed on or before the — day of — next, at the residence of the vendor (m), who will then, on these conditions being fully performed, duly transfer and deliver the said ship [or, vessel], &c. (n), by bill of sale, to, and at the expense of the purchaser; who shall thereupon become absolutely entitled thereto.

6. As it is believed the property now offered for sale is accurately described in the particulars and inventory produced, no error or misdescription shall annul the sale, or subject the vendor to any liability whatever in respect thereof.

7. Time being of the essence of the contract, if the purchaser shall fail to complete his purchase according to these conditions, his deposit shall be absolutely forfeited to the vendor; who shall thereupon be at full liberty, without prejudice to his other rights under these conditions, to re-sell the same at such time or times and in such manner as he shall think fit, without first giving any notice to such defaulter; and any deficiency, loss, damage, or expense whatsoever, arising from, occasioned by, or incident to, such re-sale, shall be borne and paid by such defaulter as liquidated and settled damages; but any increase in price shall belong to the vendor.

For the form of contract, see p. 103.

## No. CLIV.

### *Of Timber.*

*With variations* { *Where it is standing Timber.*  
                               *Where Security is to be given instead of Cash.*

CONDITIONS of the sale of timber, in lots, now lying on an estate called "The Grange," situate at — &c., belonging to the Earl of D. (o) and described in the annex-d handbill (p).

1. The auctioneer shall name the biddings [for each lot],—the vendor or his agent may bid once for each lot,—the highest bidder for each lot shall be the purchaser,—and no bidding shall be retracted, but if either be disputed, the lot shall be put up again at the last undisputed bidding.

2. The purchaser of each lot shall, if required, immediately after his [last] bidding, declare his name, residence, and business; and at the close of the sale pay into the hands of the auctioneer a deposit of £—— per cent. on, and in part of his purchase money, and sign an

(l) *Or*,—all practicable.

(m) *Or*,—at the office of the auctioneer—or, broker.

(n) *Or*,—Here state the stores, spars, &c., sold with the ship.

(o) *Or*,—A. B., Esq.

(p) *Or*,—particulars.

agreement (*q*) for payment of the residue thereof, otherwise the vendor shall be at full liberty to vacate the contract, and be entitled to retain the deposit money, or to recover it if unpaid as liquidated damages.

3. The trees shall be felled with as much care as possible, and the bark, lops, tops and shrouds thereof properly stacked, and all removed, only by the usual roads, at the times mentioned in the next condition; and the purchaser of each lot shall be accountable for all wilful and negligent damage done by him or his servants to any of the remaining timber, or otherwise to the estate of the vendor;—he shall, before the trees are thrown, sever and cut off any branches or boughs necessary to prevent such damage;—he shall forfeit five pounds to the vendor for every tree or sapling cut which has not been marked for sale;—he shall not take, or permit his workmen, servants or others to take any dog on any part of the estate;—and he shall, on application or notice, dismiss or remove from off the estate every workman objected to by the vendor or his agent.

4. No purchaser shall enter on any of the lands planted or sown with corn, or roots, or grass to be mown, for the purpose of removing the timber, after the — day of — next without the consent of the respective occupiers, until the crops are cleared, and then the whole shall be immediately removed by the usual roads [namely, from the coppices by the road called “Higher Road,”—from the park by the drove called “Green Drove,”—and from the cornfields by the lane called “Blind Lane,”] (*r*); and no purchaser shall be allowed to sink pits or erect stages or other appliances for the conversion of his timber on the estate, without the consent of the vendor or his agent.

5. The purchaser of each lot shall, within — days from the day of sale, pay (*s*) the residue of his purchase money;—and until pay-

(*q*) *Or*,—give such security as shall be satisfactory to the vendor for payment of the residue thereof (*if so*), in respect of the fir, elm, ash, chesnut, and beech, on the — day of — next, and one moiety thereof for the oak timber on the — day of —, and the other moiety thereof on the — day of — next.

*Or*,—give an approved bill of exchange at — months' date, to be drawn by the purchaser upon, and accepted by some responsible person to be approved by the vendor [or his agent], and to be duly indorsed to the vendor.

*Or*,—give a joint and several promissory note signed by him and two sureties, to be approved by the [agent of the] vendor.

*Or*, if the purchase money be considerable—give, if required, his acceptances to two usual bills of exchange—one for a moiety of the aggregate amount of [*or*, his entire] purchase money, at — months', and the other, for the residue thereof, at — months' date; such bills to be duly indorsed by two responsible persons, to be first approved by the [agent of the] vendor.

*Or*,—procure two responsible persons, to be approved by the vendor or his agent [*or*, the auctioneer], to join him in a bond [in a sufficient penalty] for payment thereof, and also for the due performance of these conditions.

(*r*) If the time of removal be important, here add—and all such trees and produce as shall remain on the estate after the — day of — next, shall be forfeited and belong absolutely to the vendor.

(*s*) *Or*,—give security according to the second condition; and he and his sureties shall, within — days after their approval, attend at the office of the auctioneer

ment thereof (*t*) he shall neither commence cutting the timber purchased by him, nor enter on the estate for that purpose or for preparing to do so; otherwise he shall be deemed a wilful trespasser and be liable to pay the vendor treble the amount of his entire purchase money; which shall be recoverable as liquidated damages.

6. If either purchaser shall fail to pay his purchase money or any part thereof, according to the last condition,—or if he shall not in every other respect fulfil the foregoing conditions, then, and in either case, his deposit money shall be actually forfeited to the vendor; who shall be at full liberty, without prejudice to his other rights under these conditions, to re-sell the lot or lots purchased by such defaulter, at such time or times and in such manner as he shall think fit, without first giving any notice to such defaulter; and any deficiency, loss, damage, or expense whatsoever, arising from, or occasioned by such second sale, and incident thereto, shall be borne and paid by such defaulter, as liquidated and settled damages; but any increase in price shall belong to the vendor.

I, the undersigned (*purchaser*), of, &c., carpenter, having, at the before-mentioned auction, been declared the purchaser of lots — and — mentioned in the annexed particulars, and paid the sum of £ — as a deposit on, and in part of my purchase money, according to the foregoing conditions [of sale] hereby agree to fulfil such conditions in all other respects (*u*), AND I, the undersigned C. D., the auctioneer, hereby confirm the said sale on behalf of the vendor. DATED this — day of —, 18—.

	£	s.	d.	
Total purchase moneys	..	..	..	(Signatures, see p. 104).
Deposit paid thereon	..	..	..	(Stamp).
Remainder unpaid	£	..	..	

No. CLV.

*Of Shares.*

1. The shares shall be offered in — lots (*x*), or in such other lots as the auctioneer shall declare at the auction, and subject to such rights and equities as the vendor now holds (*y*) the same.

[—or, A. B.—at W., aforesaid,] and execute such security; which is to be prepared and perfected at the purchaser's expense.

(*t*) Or,—until such security shall have been given.

(*u*) If surties be required, here add,—and for the due performance whereof I hereby offer Mr. A. B., of, &c. [maltster] as my surety; and I do hereby expressly declare, that the due performance of this agreement, and the foregoing conditions, as part thereof, shall be deemed a separate, as well as joint obligation and charge on me and my sureties respectively; so that no act or event shall discharge or exempt either of us from liability under the said conditions in case of breach or non-performance thereof.

(*x*) Or,—in lots of — and — shares each.

(*y*) Or,—as now affect.

2. The highest bidder for each lot shall be the purchaser; but if any dispute arise between two or more bidders, the lot in dispute shall be put up again at the last undisputed bidding; or such dispute shall, at the option of the auctioneer, be decided by him.

3. No person shall advance less at any bidding for either lot than a sum to be named by the auctioneer, who shall have the right of rejecting any bidding. The vendor reserves the right to bid once for each lot.

4. Immediately after the sale, the purchaser of each lot shall give his full name, address and occupation, and pay to the auctioneer a deposit of £—— per cent. on and in part of his purchase money; and shall pay the remainder of his purchase money to the vendor at the office of Mr. A. B., his solicitor, in —— Street, at W., on the —— day of —— next, when the vendor will execute a transfer of the shares to him; such transfer to be, in all respects, at the expense of the purchaser; and if from any cause whatever, the purchase shall not be completed on the said —— day of —— next, the purchaser shall pay interest on the unpaid purchase money from that day, after the rate of £—— per cent. per annum, until the completion thereof.

5. The purchaser of the first lot shall, at the discretion of the auctioneer, have the option of taking the whole or part of the remaining lots at the same price per share, as such first lot.

6. If the purchaser of any lot shall neglect or fail to comply with the foregoing conditions, the deposit money shall be forfeited absolutely, and the lot re-sold; and the deficiency (if any), together with all losses and expenses attending such re-sale, shall be made good by such defaulter, and shall be recoverable as and for liquidated damages.

I, (*the purchaser*) hereby acknowledge that, being the highest bidder for lot ——, I have, at the before-named auction, been declared the purchaser thereof at the sum of —— pounds, subject to the foregoing conditions, and have accordingly paid the auctioneer a deposit of —— pounds on, and in part of such purchase money; and I hereby agree to complete my said purchase, in all other respects, according to said conditions of sale. And I, (*the auctioneer*), on behalf of the vendor, hereby confirm the said sale. Dated this —— day of —— 18—.

	£	s.	d.	
Purchase money	..	..	..	(Signatures, see p. 104).
Deposit paid	..	..	..	(Stamp).
Remainder unpaid	£	..	..	

## No. CLVI.

*Of Pictures.**(Comprised in the foregoing Catalogue.)*

1. THE highest bidder for each lot shall be the purchaser; and, if any dispute arise respecting any bidding (z), the lot in dispute shall, at the discretion of the auctioneer, either be continued from the last undisputed bidding or be put up again.

2. EACH bidding shall be (a) in the proportion of — pounds per cent. whilst the highest bidding is under — pounds, and of — per cent. when above that sum.

3. EACH purchaser shall, if required, give his proper name and address, and immediately after the sale pay a deposit, on account of his purchase-money, and in default thereof, the lot or lots purchased by him may, at the discretion of the auctioneer, then, or at any time thereafter, be offered and resold.

4. To prevent mistake in the delivery and inconvenience in the settlement of the purchase, no lot will, on any account, be permitted to be removed during the time of sale; and the remainder of the purchase-money must be paid, on delivery of each lot, [to the auctioneer or to a person appointed by him to receive it and deliver the lot.]

5. EACH lot shall be taken away with all defects [faults], at the purchaser's expense and risk, the day (b) after the sale; and neither the vendor, nor the auctioneer, shall be answerable for the safety of, or injury to, either picture after the fall of the hammer (c), nor for any error or misdescription of either picture or lot or for the authenticity thereof.

6. THE deposit money of each purchaser failing to comply with these conditions shall be absolutely forfeited to the vendor; and all lots not removed within the time stated in the last condition shall be [retained by him or] resold [by public or private contract], and the deficiency, if any, and the expense of attending such resale, shall be paid by such defaulter; but any increase in price shall belong to the vendor.

## No. CLVII.

*Of Books.**(Comprised in the foregoing (d) Catalogue.)*

1. THE highest bidder for each lot shall be the purchaser; and

(z) Or,—the auctioneer may reject that or any other bidding for the lot.

(a) Or,—shillings when above — pounds, — shillings when above — pounds, and so on in proportion.

(b) Or,—within two days.

(c) Or,—the delivery thereof. This seems to be the proper time for their risk to cease if the lot is to remain in their custody till the day after the sale.

(d) These conditions are usually printed on the first sheet of the catalogue; but when not, substitute “**annexed**” for “**foregoing**.”

any disputed bidding shall, at the discretion of the auctioneer, either be annulled or the lot [immediately] put up again.

2. THE amount of the bidding (*e*) shall be named by the auctioneer before putting up each lot.

3. EACH purchaser shall, if required, give his name and place of abode, and pay [down] a deposit of — per cent. on, and in part of his purchase-money, or the lot or lots purchased by him may be immediately put up again and resold.

4. EACH lot [of books] shall be taken to be perfect, unless otherwise expressed or declared by the auctioneer; but if upon collating any lot, at the place of sale, it should prove materially defective, the purchaser shall thereupon be at liberty either to reject it, or to take such imperfect part at such reduced price as the [vendor or] auctioneer shall then determine.

5. THE sale of any lot shall not be annulled on account of any stained or damaged (but not imperfect) leaves in any of the books comprising it; nor shall the vendor or auctioneer be answerable for its safety or condition after the fall of the hammer.

6. EACH purchaser shall, on the day (*f*) of sale, take away, at his own risk and expense, the lot or lots purchased by him and pay the residue of the purchase-money on or before its delivery.

7. THE deposit money of each purchaser shall, upon his failing to comply with these conditions, be absolutely forfeited to the vendor; and all lots not removed at the time stated in the last condition, shall be [retained by him or] resold [by public or private contract], and the deficiency, if any, on such resale shall be paid by such defaulter; and any increase in price shall belong to the vendor.

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## No. CLVIII.

### *Of Books.*

#### *(Short Form.)*

1. The highest bidder to be the buyer, and if any dispute arise between two or more bidders, the lot so disputed shall be immediately put up again and resold.

2. No person to advance less than sixpence; above ten shillings, one shilling; above five pounds, five shillings; and so on in proportion.

3. The purchasers to give in their names and places of residence (if required), and pay down a deposit of 30 per cent. in part payment of the purchase-money; in default of which the lot or lots so purchased will be immediately put up again and resold.

4. The lots to be taken away at the purchaser's expense within

(*e*) See next form, condition 2.

(*f*) Or,—after—or, immediately—or, day—after the sale.

two days after the sale; the remainder of the purchase-money to be absolutely paid on or before delivery.

5. The books are presumed to be perfect, unless otherwise expressed; but if upon collating *at the place of sale*, any should prove defective, the purchasers will be at liberty to take or reject them.

6. Upon failure of complying with the above conditions the money deposited in part of payment shall be forfeited; and all lots uncleared within the time aforesaid shall be resold by public or private sale, and the deficiency (if any) on such resale shall be made good by the defaulters at this sale.

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### No. CLIX.

#### *Of a Printer's and Publisher's Stock with Copyrights.*

1. The highest bidder to be the buyer, and if any dispute arise between two or more bidders, the lot so disputed shall be immediately put up again and re-sold.

2. No person to advance less than sixpence; above ten shillings, one shilling; above five pounds, five shillings; and so on in proportion.

3. The purchasers to give in their names and places of residence (if required), and pay down a deposit of 30 per cent. in part of payment of the purchase-money, in default of which the lot or lots so purchased will be immediately put up again and re-sold.

4. The lots to be sold with all faults and errors of description, and must be paid for in cash on or before delivery. The miscellaneous stock, *i.e.*, the stock comprised in the first day's sale, to be delivered at — (g). The stock of the — publications and all stereotype plates, stereo-moulds, or other plant, to be delivered at — (h) printing offices, in —, and removed thence at the sole risk and expense of the purchasers within two months after the date of sale.

5. The copyrights, stereo plates, moulds, bound and quire stock of the — publications will be offered on the second day of sale in one lot, and in the event of the same being sold, approved bills with security (if required) will be taken in settlement at two, four, and six months, from (*date*); or a discount (after deducting the deposit) allowed at the rate of 5 per cent. per annum for unexpired time.

6. In default of a sale in one lot, as mentioned in the preceding condition, the — publications will be offered in lots, the copyrights (where existing), stereo plates, moulds, bound and quire stock of each work being offered together; should any of the bound stock be inadvertently omitted from the catalogue (which is not antici-

(g) The address of the auctioneers.

(h) The name of the printer.



pated), the purchaser of each lot shall be at liberty to take such bound stock at half the selling price of each respective work. If any of the lots are not sold as provided in this clause, the vendors reserve the right to subdivide them as they may think fit.

7. The copyrights will be assigned from the present proprietors to the purchaser by the ordinary receipt, or by assignment, at the purchaser's expense; but, should the vendors be unable to complete the delivery of any work or the assignment of any copyright to the satisfaction of the purchaser, they reserve to themselves the right to annul the sale, so far as the disputed lot or lots are concerned, upon the return of any deposit that may have been paid thereon.

8. Upon failure of complying with the above conditions, the money deposited in part of payment shall be forfeited; and all lots uncleared within the time aforesaid will be resold by public or private sale, and the deficiency (if any) on such resale shall be made good by the defaulters at this sale.

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## No. CLX.

### *Sale on Usual Conditions.*

1. The highest bidder shall be the purchaser, and if any dispute arise between two or more bidders, the lot shall, if the auctioneer so decide, be put up again. The vendor reserves the right to bid for, and buy in, by himself or his agent, any lot or lots; and for the auctioneer to accept or refuse any bidding.

2. No person to advance less than a sum to be named by the auctioneer before and during the biddings.

3. Each purchaser shall pay, at the time of sale, a deposit of £— per cent. in part payment for each lot, and if required state his name and place of abode.

4. The lots shall be paid for and cleared away, with all faults and errors of every description, on the day after the sale, and neither the vendor nor the auctioneer shall be responsible for any lot after the fall of the hammer, or for any error, defect, or misdescription whatever in any lot or lots.

5. On failure to comply with these conditions, or either of them, the deposit money paid, as well as the lots which shall remain unpaid for or uncleared, shall be forfeited to the vendor; who may retain or resell them either by public or private sale; and the deficiency (if any) occasioned by such second sale, together with all charges attending the same, shall be borne and paid by the defaulter.

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## CONSENTS.

## No. CLXI.

*Of proposed New Trustee to Act (a).*

18—, —, No. —.

In the High Court of Justice.

Chancery Division.

*(name of judge.)*Between, &c. *(stating the parties).*

I, A. B., — of —, Grocer, hereby consent to act as trustee of the *(describe the instrument).*

*(Signature.)*

I, C. D. —, of —, Solicitor, hereby certify that the above-written signature is the signature of A. B., the person mentioned in the above-written consent.

DATED this — day of — 18—.

*(Signature.)*

## No. CLXII.

*To entry of Satisfaction on a Bill of Sale.*

In the High Court of Justice.

Queen's Bench Division.

I, the undersigned — *(b)*, of, &c., Grocer, being the person entitled to the benefit of the bill of sale hereinafter mentioned, hereby consent to an order that a memorandum of satisfaction be written upon the registered copy of the bill of sale, bearing date the — day of —, 18—, and made between *(the grantor)*, of the one part, and *(the grantee)*, of the other part, and given to secure the sum of £—, and a copy of which said bill of sale was registered on the — day of —; the debt for which such bill of sale was given having [this day] been [fully paid and] satisfied, or discharged *(c)*.

DATED this — day of — 18—.

*(Signature.)*

*(a)* By the Rules of the Supreme Court of December, 1885 (Order 38, Rule 19 A and Form 29, App. L.) the consent of a new trustee to act is sufficiently evidenced by a written consent signed by him and verified by the signature of his solicitor.

*(b)* The person entitled to the benefit of the bill of sale.

*(c)* The words of s. 15 of the Bills of Sale Act, 1878, are "satisfied or discharged," which may mean the debt has been satisfied by composition or altogether discharged from payment, so that the more expressive word "paid" would seem appropriate when the debt has been actually satisfied by payment in cash. For the form of notice of satisfaction transmitted to the Registrar of a County Court, see Rules of Supreme Court, 28 December, 1883, r. 6, and forms in the Appendix thereto. For the form of affidavit verifying consent, see *ante*, p. 77.

## No. CLXIII.

*To a Judge's order for a Stay of Proceedings (d).*

I, the above-named defendant, hereby consent to an order being made in the terms of the within summons (*e*), and I request —, solicitor of the Supreme Court, to act on my behalf and witness my signature hereto.

DATED the — day of — 18—.

(*Signature of defendant.*)

SIGNED by the said (*defendant*), the within-named defendant in my presence whilst acting as his solicitor on his behalf, and I hereby attest his signature to the above written consent as such his solicitor, in pursuance of the rule of Court in that behalf.

\_\_\_\_\_,  
of, &c.,  
Solicitor of the Supreme Court.

## CONVEYANCES.

## No. CLXIV.

*Vendor to Purchaser in Fee (a).*

THIS INDENTURE made, by way of statutory conveyance, this — day of — 18—, BETWEEN (*the vendor*), of, &c., grocer, of the one part; and (*the purchaser*), of, &c., draper, of the other part:

(*d*) The *consent* must be in writing, and attested by a solicitor unless the defendant consents in person (see Rules of Supreme Court, 1883, Ord. 41, r. 10). No stamp required.

(*e*) The summons on which this consent is indorsed will state the terms under which the order for judgment or for staying proceedings is to be made, as that: upon payment of £—, the debt due from the defendant to the plaintiff for which this action is brought, together with costs to be taxed, all further proceedings in this action be stayed, but in case default be made in payment of the said debt and costs within — days after taxation of the costs, the plaintiff [*or*, plaintiffs—*or*, the survivors of them] shall be at liberty to sign final judgment and issue execution for the whole amount remaining unpaid at the time of such default, with costs of judgment and execution, sheriff's poundage, officer's fees, and all other incidental expenses—*or*, that all further proceedings in this action be stayed; but in case default be made in payment of £—, the debt in this action, as agreed, with interest thereon at — per cent. per annum, from the — day of —, and costs to be taxed as between solicitor and client [*or*, and £— for costs as agreed—*or*, as the case may be], the plaintiff shall be at liberty to sign final judgment and issue execution for the amount remaining unpaid at the time of such default, with costs of judgment and execution.

(*a*) Stamp ad valorem on consideration, see *Stamp Act*, 1870, tit. Conveyance. The third schedule to the Conveyancing and Law of Property Act, 1881 (44 & 45 Vict. c. 41) does not contain any prescribed form of a simple conveyance, as in the case of a mortgage. This assurance therefore is not subject to the same restrictions as the latter.

WHEREAS (*b*) the said (*c*) (*vendor*), being the beneficial owner, in fee simple, free from all [charges and] incumbrances, of and in the land and hereditaments hereinafter described, has contracted with the said (*purchaser*) for the absolute sale to him thereof, at the sum of — pounds :

NOW THIS INDENTURE WITNESSETH that, in consideration [of the sum] of — pounds, sterling, paid to the said (*vendor*) by the said (*purchaser*), of which sum he the said (*vendor*) acknowledges the receipt (*d*), HE, the said (*vendor*) as [such] beneficial owner [as aforesaid] hereby conveys to the said (*purchaser*) ALL THAT, &c. (*e*) TO HOLD [the same] to, and to the use of the said (*purchaser*) in fee simple absolutely.

IN WITNESS, &c. (*see p. 52*).

### No. CLXV.

#### *On a Sale, the Mortgagee Joining (f).*

THIS INDENTURE made the — day of — One thousand eight hundred and —, BETWEEN (*the vendor*), of, &c. [draper], of the first part; (*the mortgagee*), of, &c. [grocer], of the second part; and (*the purchaser*), of, &c. [builder], of the third part.

WHEREAS by an Indenture, dated, &c., and made between, &c.

(*b*) This recital can, of course, be omitted altogether if desired, in which case the witnessing part may run thus: Witnesseth that in consideration of the sum of £ — paid by the said (*purchaser*) to the said (*vendor*) for the purchase of the — hereinafter mentioned in fee simple in possession free from incumbrances, the receipt of which sum the vendor hereby acknowledges, the said vendor as beneficial owner hereby conveys unto the purchaser all that, &c.

(*c*) It is remarkable that these significant and indicative words are omitted throughout the statutory forms. Their rejection seems to assume that only the two parties can be referred to; but, in by far the greater number of cases, there are other parties joined. Sometimes there are two of the same name, one the vendor and the other a trustee, mortgagee, or covenantor—as for the production of deeds. In these cases there must be words employed to indicate the respective parties.

(*d*) This part of the form could be further shortened by substituting after “paid” — by the said (*purchaser*) to the said vendor, who acknowledges the receipt thereof.

(*e*) ALL THAT piece of land containing by admeasurement — acres — roods and — perches, or thereabouts, situate in the parish of — in the county of —, and bounded on or towards the north by land now or late of — on or towards the south by the high road from — to —, on or towards the west, &c. AND ALSO all that other piece of land containing, &c., situate, &c., and bounded, &c., together with the messuage or tenement and outbuildings erected or standing on the said last-mentioned piece of land, all which said premises were lately in the tenure or occupation of —, his under-tenants, or assigns, and are now in the tenure or occupation of, &c.,—*or*, ALL THAT, &c., situate, &c., more particularly described in the [first] schedule hereto, and intended to be delineated—*or*, shown—on the plan indorsed on these presents, and therein edged—*or*, as the case may be: see descriptions of parcels in Appendix to the author's Practical Forms of Agreement.

(*f*) This is the statutory Form, No. 3, given in Schedule 4 to the Act of 1881. The words within brackets and the characters of the parties instead of initials are introduced by the author. Stamp ad valorem on aggregate amount of purchase money.

the lands hereinafter mentioned were conveyed by [the said] (*vendor*) to [the said] (*mortgagee*) in fee simple by way of mortgage for securing — pounds and interest: and by a supplemental Indenture, dated, &c., and made between the same parties, those lands were charged by [the said] (*vendor*) with the payment to [the said] (*mortgagee*) of the further sum of — pounds and interest thereon.

AND WHEREAS a principal sum of — pounds remains due under the two before mentioned Indentures, but all interest thereon has been paid as [the said] (*mortgagee*) hereby acknowledges:

NOW THIS INDENTURE WITNESSETH that, in consideration of the sum of — pounds [sterling] paid, by the direction of [the said] (*vendor*) to [the said] (*mortgagee*); and of the sum of — pounds [sterling] paid to [the said] (*vendor*), those two sums making together the total sum of — pounds, paid by [the said] (*purchaser*) for the purchase of the fee simple of the lands hereinafter mentioned, of which sum of — pounds [the said] (*mortgagee*) hereby acknowledges the receipt, and of which total sum of — pounds [the said] (*vendor*) hereby acknowledges the payment and receipt, in manner before mentioned, [THE SAID] (*mortgagee*), as mortgagee, and by the direction of [the said] (*vendor*), as beneficial owner, hereby conveys, AND [the said] (*vendor*), as beneficial owner, hereby conveys and confirms to [the said] (*purchaser*) ALL THAT, &c. (*g*)

TO HOLD [the same un] to and to the use of [the said] (*purchaser*), in fee simple; DISCHARGED from all money secured by, and from all claims under the before mentioned Indentures. [*Add, if required,—* AND [the said] (*vendor*) hereby acknowledges the right of [the said] (*purchaser*) to production of the documents of title mentioned in the schedule hereto, and to delivery of copies thereof, and hereby undertakes for the safe custody thereof.]

IN WITNESS, &c. (*as in p. 52*).

*The schedule above referred to. (h)*

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## No. CLXVI.

*A Conveyance by way of Settlement of Property for the benefit of the Wesleyan Methodists according to the "Model Deed" regulating that Body (i).*

THIS INDENTURE made, &c. BETWEEN (*the vendor*), of the first part; (*the trustees, describing them*), of the second part; and (*the superintendent preacher*), the superintendent preacher for the time being of the — Circuit, in the Wesleyan Methodist connexion, in which [the piece of] land [or ground] and hereditaments hereinafter described are situate, of the third part:

(*g*) See *ante*, p. 122, n. (*c*).

(*h*) To contain the list of documents retained by vendor.

(*i*) Stamp *ad valorem* on purchase-money.

WHEREAS (*k*) 'the said parties hereto of the second part, being seized and possessed of certain sums of money intended to be laid out in the purchase of a piece of land and hereditaments, and in the erection of a chapel, or place of religious worship, with such appurtenances as may be thought convenient thereon for the use of the society of people called "Wesleyan Methodists" to be settled to the uses upon the trusts, and in manner hereinafter declared, expressed, or referred to, have, in pursuance of such intention, contracted and agreed with the said (*vendor*) for the absolute purchase of the piece of land and hereditaments hereinafter particularly described and granted and released, at [or for] the sum of — pounds:

NOW THIS INDENTURE WITNESSETH that, in pursuance of the said agreement (*l*), and in consideration [of the sum] of — pounds, sterling, to the said (*vendor*) in hand paid, by the said persons parties hereto of the second part, out of the monies in their hands as aforesaid, upon the execution hereof (the receipt whereof and that the same is the full and actual value of the said piece of land and hereditaments hereinafter particularly described, and in full for the absolute purchase thereof, he the said (*vendor*) doth hereby expressly admit and acknowledge), [and from the same and every part thereof, doth acquit, release, and for ever discharge as well the said parties hereto of the second part, and every of them, their and every of their heirs, executors and administrators, as also the said premises by these presents.] HE, the said (*vendor*), with the approbation of the said (*superintendent*), as such superintendent for the time being as aforesaid, (testified by his being a party to, and executing these presents,) DOTH grant and release unto the said parties hereto of the second part, their heirs and assigns, ALL THAT, &c. (*describing the property*) (*m*), TOGETHER with all trees, fences, ditches, ways, paths, passages, easements, lights, and appurtenances whatsoever to the said piece of land belonging [or in anywise incident] or appertaining, [or with the same, or any part thereof, now, or any time heretofore (*n*) held, used, occupied, or enjoyed as, or reputed, deemed, taken, or known to be part, parcel, or member thereof,] AND the rents, issues, and profits thereof; AND all the estate, right, title, interest, property, possession, claim and demand whatsoever of him the said (*vendor*) in, to or out of the said premises, or any part thereof; AND all deeds, evidences, and writings whatsoever relating exclusively to the title to the said premises, or any part thereof.

TO HAVE AND TO HOLD the said piece of land, hereditaments and

(*k*) If the property be given to, instead of purchased by, the religious body, instead of this recital, the following may be substituted—WHEREAS the said (*settlor*) is seized and possessed of or otherwise well entitled to the piece or parcel of land and hereditaments hereinafter particularly described and granted and released for a good and indefeasible estate of inheritance to him and his heirs for ever, and has proposed to settle and assure the same to the uses upon the trusts and in manner hereinafter expressed.

(*l*) Or,—of such proposal and for the purpose of carrying the same into effect

(*m*) See p. 122, n. (*e*).

(*n*) This is a dangerous clause, it being applicable to *lost* rights.

premises hereinbefore described and granted and released, with their appurtenances, unto the said (*trustees*) and their heirs. IN POSSESSION (*o*) immediately from the making hereof, and without any power of revocation, reservation, trust, condition, limitation, clause or agreement, whatsoever, for the benefit of the said (*vendor*), or of any person or persons whomsoever, claiming, or to claim, through or under him: UNTO and TO THE USE of the said parties hereto of the second part, their heirs and assigns for ever: BUT subject, nevertheless, to, and upon such and the same trusts, and to and for such and the same ends, intents and purposes, and with, under, and subject to such and the same powers, provisoes, declarations, and agreements as are contained, declared, expressed, or referred to, in and by a certain indenture of release bearing date on or about the third day of July, in the year of Our Lord, One thousand, eight hundred and thirty-two, and made or expressed to be made between John Sutcliffe, Benjamin Garside, Francis Farnell, John Swallow, Thomas Firth, Robert Wilson, Samuel Naylor, John Fearly Sutcliffe, Thomas Fox Sutcliffe, Charles Swallow the younger, Samuel Morely, Joseph Garside, accountant, William Farnell, and Joseph Garside, wood turner, therein respectively described of the first part; the Reverend George Marsden, therein described of the second part; and James Brown, therein also described of the third part; and enrolled in Her Majesty's High Court of Chancery on the twenty-fifth day of July, One thousand, eight hundred and thirty-two; being a deed made for the settlement of a piece or parcel of ground and chapel or place of religious worship, with the appurtenances, situate at Skircoat, in the parish of Halifax and county of York, for the use of the people called Methodists in the connexion established by the late Reverend John Wesley, and to for and upon no other use, trust, intent, or purpose whatsoever. [*Here may be added covenants for title or production of deeds.*]

IN WITNESS whereof the said parties to these presents have hereunto set their hands and seals the day and year first above written.

SIGNED, SEALED, and DELIVERED }  
 in the presence of ————— }  
 (*two witnesses.*) (*p*)

(*o*) These two and the following words down to the word "unto" are important for steering clear of the Mortmain Acts.

(*p*) If money be given or settled, this deed must be executed in the presence of, and attested by two credible witnesses, and be acknowledged by one of the parties executing it, before a clerk in the Enrolment Department of the Central Office of the High Court of Justice or a Commissioner to administer Oaths in England; and it must be inrolled within *six* calendar months from the date and execution by the vendor or settlor.

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## DECLARATIONS.

## No. CLXVII.

*By Solicitor that Writ was (or was not) issued by him (a).*

18—, —, No. —.

In the High Court of Justice.

Queen's Bench Division (b).

Between, &c.

Sir,

The writ of summons in this action was issued by me (c).

DATED the — day of — 18—.

Yours, &c.,

(Signature) (d).

To

Mr. — (e).

## No. CLXVIII.

*Of Names and Residences of persons constituting firm (f).*

18—, —, No. —.

In the High Court of Justice.

Queen's Bench Division (g).

Between, &c.

Sir,

The names and places of residence of all the persons constituting the firm of — & Co., the above-named plaintiffs, are as follows:—  
—, who resides at —.

—, " —, " —.

DATED the — day of —, 18—.

Yours, &c.,

(Signature.)

Plaintiff's solicitor (h).

To

Mr. —,

Defendant's solicitor (i).

(a) This declaration is now required to be in writing (Rules of Supreme Court, 1883, Ord. 7, r. 1): see demand preceding this declaration, post, title "Demands."

(b) Or, as the case may be.

(c) Or,—with my authority—or, privity—or, was not issued by me, nor with my authority or privity.

(d) The solicitor whose name was indorsed on the writ.

(e) The defendant or his solicitor, as the case may be.

(f) See Rules of Supreme Court, 1883, Ord. 7, r. 2, and for the demand to which this declaration is an answer, see post title "Demands."

(g) Or, as the case may be.

(h) Or, one of the partners of the firm.

(i) Or, to the defendant himself if the demand was made by him.



## No. CLXIX.

*By Lodger that Tenant does not own Goods (k).*

To — (l).

I, the undersigned, a lodger in —, hereby declare that — (m) has no right of property or beneficial interest in the furniture, goods, and chattels of which an inventory is annexed, but such furniture, goods, and chattels, are my property (n).

I further declare that I owe — (o) £ — on account of rent due from — to —.

*Inventory.*

(Here give correct list (p) of articles claimed.)

(Signature.)

## No. CLXX.

*To accompany Application for Certificate of Incorporation of Building Society (q).*

*Building Societies Acts.*

— Building Society.

I, —, of —, do solemnly and sincerely declare that at a general meeting of the — Society, specially called for the purpose, authority was duly given to me to make application for the incorporation of the said society under the above-mentioned Acts; and that the rules of the said society have been certified under the 6 & 7 Will. 4, c. 32.

And I make this solemn declaration conscientiously believing the

(k) By the Act to protect the goods of lodgers against distresses for rent due to the superior landlord (34 & 35 Vict. c. 79), if a distress is levied or threatened upon the furniture, goods, or chattels of a lodger, he may serve a declaration in writing (with inventory annexed) upon the superior landlord or bailiff, or other person employed by the landlord, that the immediate tenant has no property in the goods distrained, and may pay, or tender, to such landlord or bailiff any rent due to his immediate landlord, after which, if the levy is proceeded with, the distress will be deemed illegal.

(l) Name of superior landlord, or bailiff.

(m) Name of immediate tenant of superior landlord.

(n) Or,—are in my lawful possession.

(o) Name of immediate landlord of lodger.

(p) If the lodger knowingly make any statement in the declaration or inventory which is untrue in any material particular, he will be guilty of a misdemeanor. As to who is a lodger, see *Phillips v. Hanson*, 3 C. P. D. 26. As to the necessity for the declaration applying to the particular distress then made, see *Thwaites v. Wilding*, 11 Q. B. D. 421.

(q) This is the form of statutory declaration required by the Treasury Regulations (Building Societies) of 1882 to accompany an application for a certificate of incorporation in the case of a society existing on November 2, 1874. See Rule 1 and Form (B.) in the appendix to the said regulations.

same to be true, and by virtue of the provisions of the Statutory Declarations Act, 1835.

(Signature.)

TAKEN and received before me, one of Her Majesty's Justices of the Peace for the county of —, at —, in the said county, this — day of —, 18—.

(Signature.)

### No. CLXXI.

*In support of an Amendment of the Rules of a Friendly Society (r).*

Name of society —.

Register No. — (s).

County of — to wit.

I, —, of —, an officer of the above-named society, do solemnly and sincerely declare that the amendment of the rules of the said society, a copy of which is hereto annexed, has been duly made by the society, and that to the best of my knowledge and belief the same is not contrary to the provisions of the Act above referred to.

And I make this solemn declaration conscientiously believing, &c. (as in preceding form). (Declarant.)

TAKEN and received before me, &c. (as in }  
the preceding form).

### No. CLXXII.

*Similar Form in the Case of a Building Society (t).*

*Building Societies Acts.*

— Building Society,

Register No. —

I, — of —, an officer of the above-named society, do solemnly and sincerely declare that in making the alteration of the rules of the said society, the application for the registration of which is

(r) See Form C. of Treasury Regulations of 8 December, 1875, issued under the Friendly Societies Act, 1875 (38 & 39 Vict. c. 60). A similar statutory declaration is required under the Industrial and Provident Societies Act, 1876 (39 & 40 Vict. c. 45), see Form (C.) in Appendix of Treasury Regulations (Industrial Societies) of 21 October, 1876. If these forms are written out, they should be on foolscap paper, and the number of the form given.

(s) If the society is registered in Scotland or Ireland, add—Scotland or Ireland, as the case may be.

(t) See Form (E.) in appendix to Treasury Regulations (Building Societies) of 1882. For the formalities required to obtain the certificate given, *ante*, No. CXLV., p. 92, see No. 4 of the said regulations.

appended to this declaration, the provisions of section 18 of the 37 & 38 Vict. c. 42 have been complied with.

And I make this solemn declaration, conscientiously believing, &c. (as at p. 127.)

Taken and received before  
me, &c. (as at p. 128.)

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### No. CLXXIII.

*As to Change of Name of Building Society (u).*

*Building Societies Acts.*

(Name already registered) Building Society,

Register No. —

I —, of —, an officer of the above-named society, do solemnly and sincerely declare that in making the change of name, notice (x) of which is appended to this declaration, the provisions of section 22 of the 37 & 38 Vict. c. 42 have been duly complied with.

And I make this solemn declaration, conscientiously believing, &c. (as at p. 127.)

Taken and received  
before me, &c. (as at p. 128.)

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### No. CLXXIV.

*Verifying statements in an application for direction to transfer  
stock of Building Society (y).*

— Building Society,

Register No. —

I, — of —, in the county of —, do solemnly and sincerely declare that I am the secretary (z) of the — Building Society.

That —, and —, whose names are subscribed at the foot of the application hereto annexed, are members of the board of directors (a) of the said society.

That on the — day of — 18—, — and — therein mentioned, were appointed trustees of the said society.

That on the — day of — 18—, the sum of — was invested

(u) See Form (H.), in appendix to the Treasury Regulations (Building Societies) of 1882.

(x) For the form of notice, see *post*, title "Notices."

(y) See Form (K.) in the appendix of the Treasury Regulations (Building Societies) of 1882. For the applications to accompany this statutory declaration, see Form (L.) of the same regulations. For a similar form in the case of industrial societies, see Form (N.) in the appendix to the Treasury Regulations of 21 October, 1876, issued under the 39 & 40 Vict. c. 45.

(z) *Or*, other officer, naming the office.

(a) *Or*,—committee of management.

in the purchase of — stock, transferable at the Bank of England (*b*) in the names of the said trustees, and the declarant believes that it is still standing in their names, as follows:— (*c*)

That the said — is absent from England. (*d*)

That on the — day of — the said — was removed from his appointment as one of the said trustees, and — was appointed in his place.

That since such removal, application has been made in writing to the said — (*e*) to join in the transfer of the said stock into the names of the said — (*e*) as trustees for the said society, but he has refused to comply (*f*) with such application (*g*).

And I make this solemn declaration, conscientiously believing, &c. (*as at p. 127.*)

Taken and received  
before me, &c. (*as at p. 128.*)

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## No. CLXXV.

*By Officer of Provident Society accepting transfer of  
Engagements (h).*

*Industrial and Provident Societies Act, (39 & 40 Vict. c. 45.)*

County of — to wit.

Name of Society —, Limited.

Register No. — (*i*)

I, — of —, an officer of the above-named society, do solemnly and sincerely declare that by a resolution of a meeting of the society held on the — day of — at — (*k*), the society has undertaken to fulfil all the engagements of the — society, limited.  
Register No. — (*l*).

And I make this solemn declaration, conscientiously believing, &c. (*as at p. 127.*)

Taken and received before  
me, &c. (*as at p. 128.*)

(*b*) *Or*,—Ireland.

(*c*) State as in Form (I.) accompanying the declaration, see n. (*y*) above.

(*d*) *Or*, as the case may be.

(*e*) These blanks will be filled in as in Form (I.), see n. (*y*) above.

(*f*) *Or*,—has not complied.

(*g*) This paragraph must be omitted or varied according to the facts.

(*h*) See Form (A.E.) in appendix to the Treasury Regulations (Industrial Societies) of 21 October, 1876, and see Form (A.D.) of the same regulations for the application for registry of the special resolution for transfer of engagements.

(*i*) If the society is registered in Scotland or Ireland, add—*Scotland—or, Ireland*, as the case may be.

(*k*) *Or*, as the case may be, stating by what authority the transfer is accepted.

(*l*) Add—*Scotland—or, Ireland*, if required.

## No. CLXXVI.

*To accompany Instrument of Dissolution of Building Society (n).*

*Building Societies Acts.*

— Building Society,  
Register No. —

I —, of —, an officer of the above-named society, do solemnly and sincerely declare that the instrument of dissolution (*n*) appended to this declaration is signed by not less than three-fourths of the members, holding not less than two-thirds of the number of shares in the said society.

And I make this solemn declaration, conscientiously believing, &c. (*as at p. 127.*)

Taken and received  
before me, &c. (*as at p. 128.*)

## No. CLXXVII.

*Of amount of Interest (or Dividends) to be paid into Court (o).*

In the High Court of Justice.

18—, —, No. —.

Chancery Division.

Mr. Justice —.

Between, &c. (*as at p. 19.*)

I (*declarant*), of (*residence and occupation*), do solemnly and sincerely declare that:—

1. The interest on the sum of £— in the order made in this action, dated the — day of —, 18—, mentioned, at the rate of £5 per cent. per annum from the — day of —, 18—, to the — day of —, 18—, the day for payment into Court of the said sum pursuant to the said order (*p*), and which interest (*q*) pursuant to the said order is (*r*) to be paid into Court to the credit of — (*s*)

(*m*) This statutory declaration is to accompany the instrument of dissolution, of which the form is given in Form (M.) of the Treasury Regulations (Building Societies) of 1882. For a similar declaration under the 39 & 40 Vict. c. 45, see Form A. 2 in the appendix to the Treasury Regulations (Industrial Societies) of 21 October, 1876.

(*n*) *Or*,—the alteration of the instrument of dissolution.

(*o*) See Supreme Court Funds Rules, 1884, Nos. 16, 17, 96.

(*p*) *Or*,—the dividends on the £— Consolidated £3 per Cent. Annuities (or whatever is included in the order) in the order made in this action, dated the — day of — 18— mentioned, which were due at the date of the said order.

(*q*) *Or*,—dividends—*or*, which sum and interest.

(*r*) *Or*,—are.

(*s*) Follow order.

amounts (*t*) to the sum of £——, and no more, after deducting the sum of £—— for income tax.

And I make this solemn declaration, conscientiously believing the same to be true, and by virtue of, &c. (*as at p. 127*).

Declared at, &c. (*as in p. 128*).

(*Signature.*)

Filed on behalf of ——.

## No. CLXXVIII.

### *Of Life of Payee (u)*

In the, &c. (*as in the preceding form*).

I (*declarant*), of, &c., Grocer, do solemnly and sincerely declare that:—

1. (*name of payee*) the person named in an order made in the action, 18—, No. —, —— *v.* ——, dated the —— day of ——, 18—, was alive on the —— day of —— 18—, and is, as I verily believe, still living.

And I make this solemn declaration, conscientiously believing, &c. (*as at p. 127*).

(*Signature.*)

Declared, &c. (*as at p. 128*).

## No. CLXXIX.

### *To obtain Remittance by Post of Money Payable under an Order of the Supreme Court (x).*

(*Postal address.*)

(*Date.*)

In the High Court of Justice.

18—, —, No. —.

—— Division.

Between, &c.

Order dated the —— day of —— 18—.

(*Title of ledger credit of cause or matter in Pay Office books.*)

I, the undersigned, declare that I am the person to whom the sum

(*t*) Or,—amount.

(*u*) To entitle a person to receive dividends or other periodical payments from the pay office of the Supreme Court, the paymaster only requires a declaration signed by the solicitor (not the firm) acting on behalf of the payee, or a declaration signed by the payee himself, but in that case it must be attested by a justice of the peace, or a Commissioner to administer oaths, or a clerk in holy orders, or a notary public; but for other purposes the paymaster may require an affidavit or statutory declaration under 5 & 6 Will. 4, c. 62: see Supreme Court Funds Rules, 1884, Nos. 95 and 96.

(*x*) This form of declaration and request is required by the Supreme Court Funds Rules, 1884, r. 48, and Appendix No. 12.

of £—— is directed to be paid by the above cited order of the High Court of Justice, and I request the Paymaster-General to transmit to me by post, to the above address, the necessary direction or other authority to enable me to obtain payment of the said sum.  
(Signature.)

We certify that the person who has signed this request is known to us, and is the person to whom the sum therein mentioned is directed to be paid by the above-mentioned order.

(Signatures) (y).

To the Assistant Paymaster-General,  
Royal Courts of Justice, London.

No. CLXXX.

*By Parliamentary Voter as to his Place of Abode (z).*

I (declarant), of (place of abode), on the list of ownership voters for the parish (a) of ——, in the county (b) of ——, do solemnly and sincerely declare that I possessed on the last day of June now last past the same qualification in respect of which my name has been inserted in such list, and that my true place of abode is now ——.

Made and subscribed before me, (Signature and place of  
the —— day of ——, 18—. abode.)

(Signature of justice, or person authorized  
to administer oaths in the High Court.  
Statement of his quality as justice, or &c.)

No. CLXXXI.

*For Correcting Misdescription in Occupiers' or old Lodgers'  
List of Parliamentary Voters (c).*

I ——, of ——, in the parish of ——, in the county (d) of ——, do solemnly and sincerely declare as follows :

(y) To be signed by two persons, one of whom must be a justice of the peace, or a Commissioner to administer oaths, or a clerk in holy orders, or a notary public.

(z) See Form No. 7 in Schedule 2 of Registration Act, 1885. This is the same as the form in Schedule (B.) to the County Voters Registration Act, 1865 (28 Vict. c. 36), omitting the word "ownership" and substituting "July" for "June."

(a) Or,—township.

(b) Or,—in the —— division of the county.

(c) See Form (M.) in Schedule 2 of Registration Act, 1885. In the case of a declaration by a person on the old lodgers' list, the form must be adapted to suit that list.

(d) Or,—for the —— division of the county.

1. I am the person referred to in the list of — (e), made out for the parish (f) of — by an entry as follows :—

Name as described in List.	Place of Abode as described in List.	Nature of Qualification as described in List.	Description of Qualifying Property.
Giles, John	High Street	Tenement	Hill Farm, Green Lane.

2. My correct name and place of abode, and the correct particulars respecting my qualification, are, and ought to be, stated in the register about to be made up of parliamentary voters for the county (g) of —, as follows :—

Correct Name.	Correct Place of Abode.	Correct Nature of Qualification.	Correct Description of Qualifying Property.
Giles, Joseph	15 High Street	Land and Tenement	Church Farm, Green Lane.

Dated this — day of —, 18—.

(Signature.)

Made and subscribed before me }  
 this — day of —, 18—. }

(Signature.)

Justice of the peace for —.

No. CLXXXII.

*For Correcting Misdescription in List (Borough Registration) (h).*

I (declarant), of No. —, in the parish of —, in the parliamentary borough of —, in the county (i) of —, and (k) in the municipal borough of —, do solemnly and sincerely declare as follows :—

1. I am the person referred to in division — of the list of parliamentary voters and burgesses made out in divisions (l) for the parish (m) of —, by an entry as follows :—

(e) Specifying the particular list.

(f) Or,—township.

(g) Or, for the—division of the county.

(h) See Form (M.) in 3rd Schedule to Registration Act, 1885. The form must be adapted to suit the various lists.

(i) Or,—in the — division of the county.

(k) Add this, if so.

(l) Or,—in the list of (specifying the particular list) made out for, &c.

(m) Or,—township.



Name as described in List.	Place of Abode as described in List.	Nature of Qualification as described in List.	Description of Qualifying Property.
Brown, John	High Street	Shop	2 Shire Lane.

2. My correct name and place of abode and the correct particulars respecting my qualification are, and ought to be, stated for the purposes of the register of parliamentary voters for the parliamentary borough (*n*) of —, and (*o*) the burgess roll about to be made up of burgesses for the municipal borough of — as follows:—

Correct Name.	Correct place of Abode.	Correct Nature of Qualification.	Correct Description of Qualifying Property.
Brown, Joseph	15 High Street	House	24 Shire Lane.

Dated this — day of —, 18—.

(*Signature.*)

Made and subscribed before me }  
this — day of —, 18—. }

(*Signature.*)

Justice of the peace for —.

—

No. CLXXXIII.

*By Parliamentary Voter of Inability to Read (p).*

I (*voter*), of —, being numbered — on the register of voters for the county (*q*) of —, do hereby declare that I am unable to read.

(*Voter's name*) X his mark.

The — day of —, 18—.

I, the undersigned, being the presiding officer for the — polling station for the county (*q*) of — do hereby certify that the above declaration, having been first read to the above-named (*voter*), was signed by him in my presence with his mark.

(*Signature of presiding officer.*)

Presiding officer for — polling station for the county (*q*) of —, the — day of —, 18—.

(*n*) Or,—for the — division of the county—or, for the county of, &c.

(*o*) Add this, if so.

(*p*) See Second Schedule to Ballot Act, 1872 (35 & 36 Vict. c. 33).

(*q*) Or,—borough—or, division of the county—or, borough.

## No. CLXXXIV.

*By Candidate of Appointment of Parliamentary Election Agent (r).*

To

The Returning Officer at the election for the — (s) of —.

I, (*candidate*), of —, a candidate at the present election to serve in Parliament for the — (s) of —, hereby declare that the name and address of the election agent appointed by me is as follows:—

—, of No. —, — Street, in the said — (s), and the said address is the office or place to which all notices, &c., may be sent.

DATED the — day of —, 18—.

(*Signature.*)

## No. CLXXXV.

*By Candidate for Parliamentary Election as to Expenses (t).*

I, (*declarant*), having been a candidate at the election for the county (*u*) of —, on the — day of —, do hereby solemnly and sincerely declare that I have examined the return of election expenses transmitted (*x*) by me (*y*) to the returning officer at the said election, a copy of which is now shewn to me and marked —, and to the best of my knowledge and belief that return is correct (*z*).

And I further solemnly and sincerely declare that, except as appears from that return, I have not, and to the best of my knowledge and belief no person, nor any club, society, or association, has on my behalf made any payment, or given, promised, or offered any reward, office, employment, or valuable consideration, or incurred any liability on account of or in respect of the conduct or management of the said election;

And I further solemnly and sincerely declare that I have paid (*a*) the sum of — pounds and no more, for the purpose of the said election, and that, except as specified in the said return, no money, security, or equivalent for money has to my knowledge or belief been

(*r*) This declaration in writing must be made to the returning officer by the candidate, or some other person on his behalf, on or before the day of nomination, see ss. 24 (3) and 26 (1) of Corrupt and Illegal Practices Act, 1883. For form of appointment of election agent, see No. LXXXIX., p. 43.

(*s*) County—or, borough—or, — division of the county—or, borough.

(*t*) See Corrupt and Illegal Practices Prevention Act, 1883 (46 & 47 Vict. c. 51), s. 33, and second Schedule, part i.

(*u*) Or, borough—or, division of the county—or, borough.

(*x*) Or,—about to be transmitted.

(*y*) Or (if the candidate is not his own election agent)—by my election agent.

(*z*) The form of return is—I (*candidate*) candidate at the election for the county [*or, borough*] of — on the — day of —, 18—, acting as my own election agent, make the following return respecting my election expenses at the said election. (*Set out list of Receipts and Expenditure.*) See *post* n. (*c*).

(*a*) Or,—that I have paid to my election agent.

paid, advanced, given, or deposited by any one, to or in the hands of myself (*b*) or any other person for the purpose of defraying any expenses incurred on my behalf on account of or in respect of the conduct or management of the said election.

And I further solemnly and sincerely declare that I will not, except so far as I may be permitted by law, at any future time make or be party to the making or giving of any payment, reward, office, employment, or valuable consideration for the purpose of defraying any such expenses as last mentioned, or provide, or be party to the providing of any money, security, or equivalent for money for the purpose of defraying any such expenses.

(*Declarant.*)

SIGNED and declared by the above-named declarant on the — day of —, 18—, before me,

(*Magistrate.*)

Justice of the Peace for —.

—  
No. CLXXXVI.

*Same by Election Agent (c).*

I, (*declarant*), being election agent to — candidate at the election for the county (*d*) of —, on the — day of —, do hereby solemnly and sincerely declare that I have examined the return of election expenses about to be transmitted by me to the returning officer at the said election, and now shown to me and marked —, and to the best of my knowledge and belief that return is correct (*e*).

And I hereby further solemnly and sincerely declare that, except as appears from that return, I have not, and to the best of my knowledge and belief no other person, nor any club, society, or association has on behalf of the said candidate made any payment, or given, promised, or offered any reward, office, employment, or valuable consideration, or incurred any liability on account of or in respect of the conduct or management of the said election.

And I further solemnly and sincerely declare that I have received from the said candidate — pounds and no more (*f*) for the purpose of the said election, and that, except as specified in the said return sent by me, no money, security, or equivalent for money has been

(*b*) Or,—in the hands of my election agent, or any other person.

(*c*) See n. (*t*) to previous form.

(*d*) Or,—borough.

(*e*) The form of return is:—I (*election agent*) being election agent to — candidate at the election for the county [*or, borough*] of — on the — day of —, 18—, make the following return respecting election expenses of the said candidate at the said election. (Here set out list of *Receipts* and *Expenditure*; see 46 & 47 Vict. c. 51, Schedule 2, part 1; and as to maximum scale, see First Schedule, part 4, of same Act.)

(*f*) Or,—nothing.

paid, advanced, given, or deposited by any one to me or in my hands, or, to the best of my knowledge and belief, to or in the hands of any other person for the purpose of defraying any expenses incurred on behalf of the said candidate on account of or in respect of the conduct or management of the said election.

(*Declarant.*)

SIGNED and declared, &c. (*as in last form*).

## No. CLXXXVII.

*Same by Parliamentary Candidate where nominated or declared in his absence (g).*

I, (*declarant*), having been nominated (*h*) in my absence (*i*) a candidate at the election for the county (*k*) of —, held on the — day of —, 18—, do hereby solemnly and sincerely declare that I have taken no part whatever in the said election.

And I further solemnly and sincerely declare that I have not (*l*) and no person, club, society, or association at my expense has made any payment or given, promised, or offered any reward, office, employment, or valuable consideration, or incurred any liability on account of or in respect of the conduct or management of the said election.

And I further solemnly and sincerely declare that I have not paid (*m*) any money or given any security or equivalent for money to the person acting as my election agent at the said election, or to any other person, club, society, or association on account of or in respect of the conduct or management of the said election, and that I am entirely ignorant (*n*) of any money, security, or equivalent for money having been paid, advanced, given, or deposited by any one for the purpose of defraying any expenses incurred on account of or in respect of the conduct or management of the said election.

And I further solemnly and sincerely declare that I will not, except so far as I may be permitted by law, at any future time make or be party to the making or giving of any payment, reward, office, employment, or valuable consideration for the purpose of defraying any such expenses as last mentioned, or provide or be party to the providing of any money, security, or equivalent of money for the purpose of defraying any such expenses.

(*Declarant.*)

SIGNED and declared, &c. (*as at p. 137*).

(*g*) See part ii. of second schedule of Corrupt and Illegal Practices Prevention Act 1883 (46 & 47 Vict. c. 51).

(*h*) *Or*,—having been declared by others.

(*i*) *Or*, add—to be.

(*k*) *Or*,—borough—or, division of the county of—or, borough.

(*l*) *Or*,—with the exception of — I have not, &c.

(*m*) *Or*,—with the exception of — I have not paid, &c.

(*n*) *Or*,—with the exception of — I am entirely ignorant, &c.

## No. CLXXXVIII.

*Same by Candidate at Municipal Election as to Expenses (o).*

I (*declarant*), having been a candidate at the election of councillor for the borough (*p*) of —, on the — day of — (*q*), do hereby solemnly and sincerely declare that I have paid — pounds for my expenses at the said election, and that, except as aforesaid, I have not, and to the best of my knowledge and belief, no person, nor any club, society, or association, has on my behalf, made any payment, or given, promised, or offered any reward, office, employment, or valuable consideration, or incurred any liability on account of or in respect of the conduct or management of the said election.

And I further solemnly and sincerely declare that, except as aforesaid, no money, security, or equivalent for money, has to my knowledge or belief been paid, advanced, given, or deposited by any one to or in the hands of myself, or any other person, for the purpose of defraying any expenses incurred on my behalf on account of or in respect of the conduct or management of the said election.

And I further solemnly and sincerely declare that I will not at any future time make or be a party to the making or giving of any payment, reward, office, employment, or valuable consideration for the purpose of defraying any such expenses as last mentioned, or provide or be a party to the providing of any money, security, or equivalent for money for the purpose of defraying any such expenses.

(*Declarant.*)

SIGNED and declared, &c. (*as at p. 137.*)

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 No. CLXXXIX.

*By Arbitrator or Umpire (r).*

I, A. B., do solemnly and sincerely declare that I will faithfully and honestly and to the best of my skill and ability, hear and determine the matters referred to me under the provisions of the Act —. (*s*)

Made and subscribed  
in the presence of (*t*)

(*Signature.*)

(*o*) See Municipal Elections (Corrupt and Illegal Practices) Act, 1884 (47 & 48 Vict. c. 70), s. 21, and fourth Schedule.

(*p*) *Or*,—ward.

(*q*) Add (if so)—and my agents. There would seem to be some mistake here in the Queen's Printer's copy of the Act.

(*r*) This declaration is to be annexed to the award, see s. 33 of the Lands Clauses Consolidation Act, 1845 (8 & 9 Vict. c. 18), and s. 134 of the Railway Clauses Consolidation Act 1845 (8 & 9 Vict. c. 20).

(*s*) Naming the special Act.

(*t*) A justice of the peace of any county.

## No. CXC.

*Of inability to pay Debts (u).*

In the High Court of Justice (x).

No. — of 18—.

In Bankruptcy.

Re (*debtor*.)

I, A. B., of —, residing at — (y), hereby declare that I am unable to pay my debts.

Dated the — day of —, 18—.

(Signature.)

Signed by the debtor in my presence.

(Signature of witness) (z).

*Address and description.*

Filed the — day of —, 18—.

## No. CXCI.

*Of Identity of various Properties.*

In the High Court of Justice,

18—, —, No. —.

Chancery Division.

Mr. Justice —,

Between, &amp;c.

I (*the declarant*), of, &c., Grocer, do solemnly and sincerely declare—

1. THAT I am — years of age, and was born at D. aforesaid, and have lived in that parish (a) all my life.

2. THAT I know and am well acquainted with a farm and lands there belonging to (*the owner*), Esquire (b), called "*Greens*," situate at, &c., formerly in the occupation of —, and now of —, as tenants thereof; to both of whom I have supplied goods (c) on the said farm for many years past.

3. THAT part of the said farm and lands consists of the following fields, pieces of [heath] land, farm homestead, and cottages, namely,— A close of arable now commonly called or known as "*Long Plot*," and formerly "*One Acre Close*," upon which a cottage formerly stood, situate on the south side of the turnpike road (d) leading from, &c.,

(u) See No. 3 of Bankruptcy Forms, 1883. Stamp 5s.

(x) Or,—In the County Court of — holden at —

(y) If the debtor resides at a place other than his place of business, both addresses should be inserted, therefore add (if so)—and carrying on business at —

(z) The witness must be a solicitor, or justice of the peace, or an official receiver or registrar of the Court. See Bankruptcy Rules, 1883, No. 117.

(a) Or,—on the borders of the adjoining parish, and close to the farm and lands there belonging, &c. (*as above*).

(b) Or,—to the trustees under the will of the (*owner*) late of, &c., Esquire.

(c) Or, if made by a labourer—for both of whom I have worked on the said farm, &c. (*as above*).

(d) Or,—highway.

to, &c., and opposite a house and garden occupied by E. F., into which close a piece of waste land, lying on the side of the said road, adjoining the said close, was, some years ago, thrown; and which said close, with the additions of the former waste land, contain, &c., and are delineated and coloured *red*, and marked — and — in the [map or] plan hereto annexed: And I say, from my knowledge of the land at D. aforesaid, that such last mentioned close of land before the said piece of waste land was thrown into (e) it, as before mentioned, is that referred to, and included (f) in the following old description, namely (*here state it exactly from the old deed*).

4. THAT a piece of meadow land, known as "*Cowlease*," adjoining (g) on the north side, the river A., and containing [by estimation], &c., and also coloured *red*, and numbered — on the said plan, is comprised [and included] in the following description (*setting it out from the deed*).

5. THAT another small piece of land now known as "*Butts*," and used as garden ground, lying on the south side of the highway (h) leading from &c. to &c., and situate at the corner of the road or lane leading into the last-mentioned field [called "*Butts*"], and now forming part of the other garden ground hereinafter described as "*Longs*," is also delineated and coloured *red*, and numbered — on the said plan, and is included, &c. (*as above*).

6. THAT a piece of heath land called "*The Allotment*," lying in the said parish of D., containing, &c., or thereabouts, is delineated, &c. (*as above*).

7. THAT another close of arable land, containing, &c., or thereabouts, known as "*The Park*," into which an adjoining field hereinafter called, &c. (*as above*), has been thrown, and which, with the said adjoining field, contains, &c., and are together delineated, &c.; to which said close belongs two small islands of wood land in the stream known as "*The Moors*," containing, or formerly forming together, one island; and which islands are delineated, &c. (*as above*).

8. THAT a farmhouse and homestead occupied by the said (*tenant*) with the arable, meadow, pasture, and heath land thereto belonging, formerly common land, known as "*The Higher Common*," containing, &c., or thereabouts, is delineated, &c., coloured, and numbered —, &c. (*as above*).

9. THAT also the following land formerly known as "*Green's Living*," and now as "*The Croft*," and containing — acres, or thereabouts, together with a plot of arable land called "*Freehold Plot*," adjoining, at a place [in the said parish of D.] called or known as "*Duck's Lane*," which was always deemed as freehold, and was thrown into and now forms part of (i) the close of land called "*The Furlong*," and formerly called "*The Ten Acres*," containing, &c. (*as above*).

(e) Or,—added to it.

(f) Or,—comprised.

(g) Or,—bounding.

(h) Or,—road—or, lane.

(i) Or,—added to.

10. THAT a close or field of arable land, formerly two closes, and known by the name of "*Bright's*," containing, &c., or thereabouts, with the lane or roadway running on the south side thereof, and delineated, &c., coloured, &c., and numbered — on the said plan, formerly consisted of two closes of land, then known as "*The Hams*," and also a barn and yard and a plot of land adjoining [the barn], and the drove-way which formerly separated the barn and plot from the said pieces of land known as "*Dean's Close*."

11. THAT a piece of arable land called "*Dunn's Acre*," containing, &c., or thereabouts, situate on the south side of the road known as "*Green Lane*," leading to P. Church, formerly consisted of two fields or closes then called or known as "*Greenhams*;" which piece of land is coloured, &c. (*as above*).

12. THAT the last-mentioned piece of arable land, called "*Dunn's Acre*," now forms, with a piece of arable land adjoining thereto on the north side, formerly part of the park, known as "*Smith's*," and delineated, &c.; and also the site of a cottage, formerly occupied by Betty Old, with the garden belonging thereto, situate on the north side of the said field called "*Dunn's Acre*," were all together, as hereinafter mentioned, and now form one field called or known as "*Highfield*," and is delineated, &c. (*as above*).

13. THAT to the said close of land known as "*Highfield*," was always used a right of way for horses and carts to pass and repass into and out of the before-mentioned droveway, leading from the highway, and also a cart road from a gate in the said droveway to another gate in the said close called the "*Highfield*," in a straight line across a field adjoining on the north side of the said close called "*Highfield*;" and the same close is referred to and included, &c. (*as above*).

14. THAT another close of arable land, called, &c., adjoining on the south side of the highway leading, &c., containing, &c., or thereabouts, and formerly a rough ground (*k*), was more than twenty years ago broken up and converted into arable land by A. B., a tenant to the father of the said (*vendor*), and thrown into, and now forms, and has ever since formed part of a piece of land called "*Noaks*," formerly waste land, adjoining the said road, containing, &c., or thereabouts, and is the same close as that delineated, &c., coloured —, and numbered — on the said plan (the said former piece of waste land being numbered — thereon), and included, &c. (*as above*).

15. THAT another field of pasture land, formerly arable, called "*Maggs*," on which formerly stood a barn and stable, known as "*Magg's Barn*," containing, &c., or thereabouts, is the field now called "*Cooper's Piece*," delineated, &c. (*as above*).

16. THAT another piece of heath land abutting on the east side of the two last-mentioned fields and the field next hereinafter mentioned, forming a triangular piece, containing, &c., or thereabouts, is the piece of heath land delineated, &c. (*as above*).

(*k*) Or,—heath and uncultivated land.



17. THAT the following cottages and closes of arable and pasture land, formerly formed part of a copyhold estate (l) known as "*Brown's Living*," namely:—

Two cottages, with gardens belonging to each of them, except a part of the garden now forming part of the field mentioned in paragraph — of this my declaration, situate on the west side of, &c., formerly consisted of a farm house and buildings, yard, garden, orchard and small plot or paddock (m), called "*Brown's Living*," containing altogether, &c., or thereabouts, and delineated, &c. (as above).

18. THAT a long strip of arable, formerly heath land, — feet wide, or thereabouts, called "*Hunts*," containing, &c., or thereabouts, running in a straight line, in a southerly direction, from the south-west corner of the last-mentioned field, and along the west side of the hedge which divides the said strip from a field called "*Brown's*," hereinbefore mentioned, is that delineated, &c. (as above).

19. AND I make this solemn declaration, conscientiously believing the same to be true, and by virtue of "The Statutory Declarations Act, 1835."

(Signature.)

SUBSCRIBED and SOLEMNLY DECLARED by the above-named (*declarant*) at D., in the county of K., this — day of —, 18—.

Before me,

A. B.,

A commissioner to administer oaths in the  
Supreme Court of Judicature.

Filed on behalf of —.

No. CXCII.

*In Support of Marital Identity and Lineage.*

In the, &c. (as in the preceding form).

I (*the declarant*), of, &c., gentleman, do hereby solemnly and sincerely declare:—

1. THAT I am upwards of — years old, and came to reside at W., aforesaid, in the summer of the year 18—;

2. THAT the Reverend C. R. was then, and for many years afterwards, one of the ministers of the church there, and was also, during that time, resident at G., which adjoins the said parish of W.;

3. THAT I knew and was well acquainted with the said C. R., and with Ann, his wife (now deceased), formerly A. D., spinster, from the fact of my having been on visiting terms with them, from shortly after the time of my coming to reside at W. aforesaid till the time of their respective deaths;

4. THAT I am the sole acting trustee under the will of the said C. R.;

(l) Or,—living.

(m) Or,—homestead.

5. THAT when I first knew the said C. R., and Ann, his wife, they were living together as man and wife at G., aforesaid; and that, during their residence there, they had three daughters, namely, Ann, the eldest, who married Sir J. W., late of, &c., Knight, deceased, and who since his death has intermarried with, and is now the wife of S. T., of, &c., Esquire;—Mary, the second daughter, who is married to C. D., of, &c., Esquire;—and Caroline, who resides at the city of B. and married C. L., late of, &c., Esquire, who died several years ago without issue, and whose widow she still remains;

6. THAT I have never heard that the said C. R. and his wife ever had, and to the best of my knowledge and belief, they never had any other child or children than the three daughters above named:—

AND I make this solemn declaration, &c. (*as in the preceding form*).

SUBSCRIBED and SOLEMNLY DECLARED, &c.

(*Signature.*)

(*as in the preceding form*).

Filed on behalf of ———.

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### No. CXCIH.

#### *In Support of Pedigree.*

In the, &c. (*as in form No. exci.*)

I (*the declarant*), of, &c., Gentleman, do hereby solemnly and sincerely declare:—

1. THAT I am now ——— years of age, and upwards;

2. THAT I have resided at (*n*) W., aforesaid, which is distant ——— miles from “H.,” in the parish of “W.,” in the said county of “D.,” during the whole of my life;

3. THAT, to my knowledge, for a great many years previous to the time of the death of H. W., who died in the month of ——— one thousand eight hundred and ———, he and his ancestors had [lived and] resided at their family mansion at H., aforesaid, as the proprietors thereof, as appears by title deeds now in my possession [which came into my possession in consequence of my being employed by the said H. W. and his family as their solicitor, and which I now hold as solicitor for the committee of the lunatic next hereinafter mentioned (*o*)].

4. THAT I very well knew, and was well acquainted with the said H. W., late of that place, Esquire, deceased [having for many years acted as his solicitor (*o*)]; And that he and the late Reverend J. W., M. A. W., C. W., and A. W., a lunatic, were the only sons and daughters of H. W. and D., his wife, whose maiden name was G.;

5. THAT I well remember the said H. W. and D., his wife, living

(*n*) If so,—and in the neighbourhood of.

(*o*) The part of this clause within brackets can, if preferred, be made the subject of a substantive clause in the latter part of the declaration.

together (*p*) as man and wife for many years at H., aforesaid; and, as long as I can remember the said family, the estate at H., consisting of a mansion, domestic offices, coach-houses, stabling, outbuildings, yards, gardens, and divers farms, lands, and hereditaments at H., aforesaid, and in the adjoining parish of D., were held and enjoyed by the said H. W., in his lifetime, and in succession by the said H. W., his son, during his lifetime (*q*).

6. THAT I verily believe the said H. W., who married D. G., was the son of R. W., formerly of, &c., Esquire, who died in the year one thousand eight hundred and —;

7. THAT I verily believe the said R. W. (the father of the said H. W., who married D. G.), married A., the daughter of Sir J. T., formerly of E., in the county of B., and afterwards of R., in the county of S.;

8. THAT the said R. W. was buried [in the family vault] at H., aforesaid, on the — day of —, one thousand eight hundred and —; AND the said A., his wife, was also buried there, on the — day of —, one thousand eight hundred and — (*r*);

9. THAT there were several children, issue of the marriage between them, the said R. W., and A., his wife, the eldest of whom was a daughter baptized at H. by the name of "M—";

10. THAT she, the said M., first married S. P., who was afterwards called "M. P.," and, after his death, she married T. T. of, &c., esquire, who died in the year one thousand eight hundred and —, and was buried there on the — day of —, in the same month; AND that the said M. T. died in the year one thousand eight hundred and —, without having had issue by either of her said husbands, and she was buried at H. aforesaid on the — day of —, in the last-mentioned year;

11. THAT the second child of the said R. W. and A., his wife, was named "T—," and he married B. G., daughter of W. G., then of, &c., esquire;

12. THAT there were several children of the last-mentioned marriage, namely, R. T. W., G. J. W., and C. W., all of whom, save one, the said W., died infants (*s*);

13. THAT I knew and was well acquainted with the said C. W., one of the sons of the said T. W., and B., his wife; AND that he the said C. W. died a bachelor in the month of —, one thousand eight hundred and —;

14. THAT I also knew and was well acquainted with the said Reverend J. W., the second son of the said H. W., and D., his wife;

(*p*) Or,—cohabiting.

(*q*) Or,—were held and enjoyed by the said H. W. and H. W., his son, successively, down to the time of their respective deaths.

(*r*) If the declarant should be unable to depose to these matters absolutely as facts, here add—as appears by the records thereof on the family tombstone—*or*, grave-stone—*or*, monument—in the church—*or*, churchyard at H. aforesaid—*or*, that there is a monument in the said church of H., aforesaid, erected to the memory of the said R. W. and A. his wife, on which is recorded as follows (*here copy the inscription*).

(*s*) Or,—under the age of twenty-one years.

And that he the said J. W. also died a bachelor, in the month of —, one thousand eight hundred and —;

15. THAT H. W., the father of the before-mentioned lunatic, was called, and in the certificate of the baptism of the said A. W. is described by the christian name of "Harry";

16. That the christian name of "Harry" was introduced in the certificate of the baptism of the said A. W., the said lunatic, by mistake;

17. THAT the said H. W., named and referred to in the said certificate, was the said H. W. last above named;

18. THAT I have been informed, and now verily believe it to be true, that M. A. W., the daughter of the said H. W., and sister of the said A. W., the lunatic, and who married H. W. B., the son of W. B., of, &c., esquire, had issue only one child, namely, M. B., who was baptized at B., in the county of D., in the month of —, one thousand eight hundred and —;

19. THAT I have been informed and now verily believe that C. W., another of the daughters of the said H. W. by D., his wife, died many years ago without ever having been married; but, although I have made very diligent search and inquiry for, I have not been able to ascertain the place of her burial, or, consequently, to procure a certificate of her burial;

20. AND I make this solemn declaration, &c. (*as in p. 143*).

SUBSCRIBED and SOLEMNLY DECLARED, &c. (*as in p. 143*).

Filed on behalf of —

## No. CXCIV.

### *Another Form.*

In the, &c. (*as in form No. exci.*)

I (*the declarant*), of, &c., gentleman, do solemnly and sincerely declare:

1. THAT I knew and was well acquainted with C. C., formerly of, &c., and afterwards, of, &c., victualler, the eldest legitimate son of J. C., heretofore of K., aforesaid, victualler, deceased;

2. THAT the said J. C. died in or about the year one thousand eight hundred and —, intestate, as I verily believe, leaving C. C., late of K., aforesaid, victualler, his eldest legitimate son and heir-at-law, him surviving;

3. THAT the said C. C. also died in or about the month of —, in the year one thousand eight hundred and —, intestate, as I verily believe, leaving T. C., late of, &c., Grocer, his eldest legitimate son and heir-at-law, him surviving;

4. AND I make this solemn declaration, &c. (*as in p. 143*).

SUBSCRIBED and SOLEMNLY DECLARED, &c. (*as in p. 143*).

Filed on behalf of —

## No. CXCv.

*Of Seizin.*

In the, &c. (*as in form No. exci.*)

I (*the declarant*), of, &c., Yeoman, being now of the age of — years or thereabouts (*t*), do solemnly and sincerely declare :

1. THAT I had, previously to the year 18—, a period of — years and upwards, open, known, undisturbed and undisputed possession of a dwelling-house with the outbuildings and garden thereunto adjoining, called “—,” situate at, &c., and now in the occupation of A. B., and sold and conveyed by me to him by indenture, bearing date, &c.;

2. THAT I always understood, and never having heard the contrary, now verily believe that the said premises were vested in my father, C. D., late of, &c., Yeoman, deceased, as freehold under a possessory title of — years and upwards (*u*) ; and that no adverse claim was ever made thereto in his lifetime ;

3. THAT I never paid, and (*x*), to the best of my knowledge and belief, my said father never paid any rent or equivalent for the said premises or made any other acknowledgment of title to any person or persons whomsoever thereto ; but, on the contrary, I have often heard him declare that no other person than himself had any right or title to the said premises or any part thereof.

4. AND I make, &c. (*as in p. 143*).

SUBSCRIBED and SOLEMNLY DECLARED, &c. (*as in p. 143*).

Filed on behalf of —

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## No. CXCvi.

*Of Marriage.*

In the, &c. (*as in form No. exci.*)

I (*the declarant*), of, &c., Grocer, do solemnly and sincerely declare :—

1. THAT I have always understood, and have now no reason to doubt, that my father, A. B., on the — day of — 18—, being then a bachelor (*y*), intermarried with my mother, S. S., who was then a spinster (*z*), residing at, &c. (*stating the place*), and a daughter of A. S. of that place, Draper ; AND that the marriage referred to in the certificate hereunto annexed and marked with the letter “A,”

(*t*) Or,—upwards—or, on my last birthday.

(*u*) Or,—under the will of my grandfather ; but the title deeds relating thereto were lost or destroyed.

(*x*) And (*if so*) I have always heard—or, understood—and now verily believe my father, &c. (*as above*).

(*y*) Or,—widower.

(*z*) Or,—widow.

is, to the best of my knowledge, information, and belief (a), the marriage of my said father and mother ;

2. THAT my said parents had a daughter (b) named S., who [as I have also heard and verily believe] was born on or about the — day of — 18—, at, &c. (*stating the place*) ; AND that the baptism referred to in the paper writing hereunto annexed and marked with the letter “B,” purporting to be a certificate of her baptism, is, to the best of my knowledge, information, and belief, the baptism of my said sister S. ;

3. THAT my said parents had a son (c) named T., who [as I have likewise always heard and now verily believe] was born on or about the — day of — 18—, at, &c. ; AND that the baptism referred to in the paper writing hereunto annexed and marked with the letter “C,” purporting to be a certificate of his baptism, is, to the best of my knowledge, information, and belief, the baptism of my said brother T. ;

4. THAT my said sister S. died on or about the — day of —, 18—, at, &c. (*stating the place*), a spinster, and intestate, leaving my said elder brother T., now of, &c., grocer, her heir-at-law ; my said parents having both died in her lifetime ; AND that she, my said sister, was buried in the churchyard at, &c. (*stating the place*) (d).

5. AND I make this solemn declaration, &c. (*as in p. 143*).

SUBSCRIBED AND SOLEMNLY DECLARED, &c. (*as in p. 143*).

Filed on behalf of —.

## No. CXCVII.

### *Another Form.*

In the, &c. (*as in form No. exci.*)

I (*the declarant*), of, &c., Grocer, aged about — years, do solemnly and sincerely declare :—

1. THAT my brother A. B. of, &c., tailor, now deceased, was married to R. D., of, &c., spinster, a daughter of W. D. of the same place, farmer, at the parish church (e) of D. aforesaid on or about the — day of — 18— ; and that from that time, with the exception about — months, down to the day of the death of my said brother, which happened on the — day of — 18—, I never resided out of the town of D. aforesaid, and only a short distance from him, except as aforesaid ;

(a) The declaration should be in *positive* language whenever the facts will admit of it.

(b) Or,—an only daughter—or, one daughter, and no more, and that her name was S.

(c) Or,—one son only—or, one son, and no more ; and that his name was T.

(d) Or,—in the churchyard belonging to Saint Luke's (*or other*) church, at, &c.—or, at the Kensal Green (*or other*) Cemetery—or, at the cemetery at Woking, Surrey (*as the case may be*).

(e) Or,—at — church at, &c.—or, at the Dissenting—or, Wesleyan—or, other chapel, at, &c.—or, by the Registrar for marriages for the district of B., at his office at D. aforesaid.

2. THAT the only issue of the said marriage was four children, namely, William, Fanny, and two others, who were not baptized, one of them (the first, a female) having been stillborn, and the other of such last-mentioned two children (a male) having lived only a few days, was interred in the same coffin as his mother at D. aforesaid. The said William and Fanny both died in infancy [quite young] and were likewise buried at D. aforesaid ; neither of them having attained the age of — years.

3. AND I make this solemn declaration, &c. (*as in p. 143*).

SUBSCRIBED and SOLEMNLY DECLARED, &c. (*as in p. 143*).

Filed on behalf of —.

### No. CXCVIII.

#### *Another Form.*

In the, &c. (*as in form No. exci.*)

I (*the declarant*), of, &c., Grocer, do solemnly and sincerely declare :—

1. THAT I was married to C., the daughter of A. B. late of, &c., maltster, at the parish church (*f*) of D. aforesaid on the — day of — 18—; and that we are the same persons as the T. B. and C. B. named in the paper writing marked “A” now produced and shown to me (*g*) and purporting to be an extract from the register of marriages for the said parish of D. (*h*).

2. AND I make this solemn declaration, &c. (*as at p. 143*).

SUBSCRIBED and SOLEMNLY DECLARED, &c. (*as at p. 143*).

Filed on behalf of —.

### No. CXCIX.

#### *For Verifying a Certificate of Baptism.*

In the, &c. (*as in form No. exci.*)

I (*the declarant*), of, &c., Gentleman, do solemnly and sincerely declare :—

1. THAT the paper writing hereunto annexed, marked “A,” contains a true extract (*i*) from the Register of Baptisms for the parish of W. in the county of D., so far as the same relates to the entry of the baptism of A. B., I [this declarant] having [this day] carefully examined and compared the same with the said original register.

(*f*) Or,—at — church at, &c.—or, at the Dissenting—or, Wesleyan—or, other chapel, at, &c.—or, by the Registrar for marriages for the district of B., at his office at D. aforesaid.

(*g*) Or,—produced and shown to me at the time of making this my solemn declaration.

(*h*) Or,—for the district of B. aforesaid.

(*i*) See p. 151, n. (*l*).

2. THAT I knew and was personally and well acquainted with the said A. B. for many years prior to his death, and that he is the same identical person and the person described as A. B. of, &c. (*stating the exact description*) in the books of the Governors and Company of the Bank of England.

3. AND I make this solemn declaration (*as in p. 143*).

SUBSCRIBED, &c. (*as in p. 143*).

(*Signature.*)

Filed on behalf of ———.

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No. CC.

*Another Form.*

In the, &c. (*as in form No. cxi.*)

I (*the declarant*), of, &c., Grocer, do solemnly and sincerely declare:—

1. THAT I know and am well acquainted with A. B., of, &c., draper, and M. his daughter, by C. his wife, and I believe the said M. is now of the age of ——— years and upwards; AND that the certificate hereunto annexed and marked with the letter “A,” purporting to relate to the baptism of the said M., relates, in fact, to the baptism of M. the said daughter of the said A. B., and C. his wife;

2. THAT I know and am well acquainted with T. B., of, &c., draper, son of the said A. B. and C. his wife; and I believe the said T. B. is now of the age of ——— years and upwards; AND that the certificate hereunto annexed and marked with the letter “B,” purporting to relate to the baptism of T. B., relates, in fact, to T. B. the said son of the said A. B. and C. his wife (*k*).

AND I make this solemn declaration, &c. (*as in p. 143*):

SUBSCRIBED and SOLEMNLY DECLARED, &c. (*as in p. 143*).

Filed on behalf of ———.

(*Signature.*)

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No. CCI.

*Another Form where the Original Register is lost.*

In the, &c. (*as in form No. cxi.*)

I (*the declarant*), of, &c., Gentleman, do hereby solemnly and sincerely declare:—

1. THAT the paper writing hereunto annexed, marked “A,” con-

(*k*) If further identity should be required, here can be added—AND that he is the same identical person as the A. B. who is one of the trustees named and appointed in and by the will of W., heretofore of, &c., Yeoman.



tains a true copy of or extract from the Register (*l*) of Baptisms in the parish of D., in the county of W., so far as the same relates to the entries of the baptism of M. and C., the son and daughter of C. P., deceased; I, this deponent, having [this day] carefully examined and compared the same with the said Original Register Book (*l*).

2. THAT I knew and was well [and personally] acquainted with the said M. P. (*the son*) [deceased] [and his family]; and that he is the same identical person as the M. P. named in and as one of the executors of the will of his father C. P. (*or other person*), late of, &c., Grocer, deceased.

3. AND I make this solemn declaration, &c. (*as in p. 143*).

SUBSCRIBED, &c. (*as in p. 143*).

(*Signature.*)

Filed on behalf of ———.

## No. CCII.

### *Of the Register of Births by an Elder of a Dissenting Congregation.*

In the, &c. (*as in form No. exci.*)

I (*the declarant*), of, &c., Grocer, being an Elder (*m*) of the Christian Congregation (*n*) assembling at — Meeting-house in D. aforesaid, Do solemnly and sincerely declare:—

1. THAT I have in my custody, as such elder (*m*) as aforesaid, a Register of Births of the children of the members of the said congregation; and that I, as the duly appointed officer for that purpose, have kept and made all the entries of such births in the said Register for — years [and upwards] last past.

2. THAT I knew and was well acquainted with A. B., late of, &c., Grocer, and S. his wife, formerly S. D., spinster, both now deceased, and both of whom were members of the said Congregation, for about — years previous, and up to the time of the decease of the said A. B. (*o*)

3. THAT about — years ago the said A. B., being desirous of having the births of his children by the said S. his wife registered in the said Register, delivered to me a list of their respective names, and dates of their births, for that purpose, which list, afterwards de-

(*l*) If the register should be lost or destroyed, as is sometimes the case in country parishes, and only a copy of it is found, the declaration must be varied accordingly by inserting here—the book purporting to contain the register—or, purporting to be a copy of the register—and then add—That I carefully examined and compared the said copy or extract with the said register—or, parish copy of the said register—at the house of the Rev. G. C., the rector of the said parish; and that he [the said G. C.] informed me that the original registers for the said parish [of P.] had been some time since—or, as he had been informed, many years ago were—stolen from the church, and that the book from which the said copies or extracts before referred to were taken, had been afterwards recovered in the mutilated state in which it was when I so examined it as aforesaid:

(*m*) Or,—deacon (*or other officer*).

(*n*) Or, other sect, stating their title.

(*o*) Or other definite period.

stroyed, was to the best of my belief wholly in the handwriting of the said A. B., and was in the words and figures following, as literally and faithfully transcribed by me therefrom directly (p) into the said Register, namely [*here copy the Register verbatim*].

4. THAT I verily believe that the said A. B. never had any other children by the said S., his wife, than those mentioned in the above-written extract; and that the word "——" appearing against the name "——" was so written and placed in the original list so delivered to me [by the said A. B.] as aforesaid.

5. THAT I verily believe C. B., late of, &c. [but now of, &c.], Grocer, is, &c. (*see previous forms*), G. B. of, &c., Draper [*Here similarly describe the other children*]; and that the said J. B. died in infancy, and S. married W. P. of, &c., Grocer, and that neither of the other said (q) children have been married.

6. AND I make this solemn declaration, &c. (*as in p. 143*).

SUBSCRIBED and SOLEMNLY DECLARED, &c. (*as in p. 143*).

(Signature.)

Filed on behalf of ——.

—  
No. CCIII.

*In Proof of Heirship.*

In the, &c. (*as in form No. exci.*)

I (*the declarant*), of, &c., Gentleman, do solemnly and sincerely declare:—

1. THAT, being retained by, and acting as the solicitor and agent for and on the behalf of A. B., of, &c., Grocer, and Susan his wife, C. D., of, &c., Draper, and Adela his wife, to enforce a right which the said Susan and Adela claimed to be entitled to as co-heiresses at law of E., the late wife of E. F., late of, &c., Tailor, deceased, to certain lands, hereditaments, and premises, situate and being at, &c., late in the occupation of the said E. F., deceased, I lately made and caused to be made minute inquiries of various aged persons and others residing at M., and elsewhere in and about that neighbourhood, with a view of tracing out and ascertaining the place, or supposed place, where the marriage of one W. F., the elder, formerly of, &c., Draper, with C., his wife, was solemnized, in order to obtain a certificate thereof in support of such claim, and the pedigree of the said Susan and Adela as such co-heiresses at law as aforesaid;

2. THAT from information I obtained in the course of such enquiries, it appeared the said marriage must have taken place some time between the years 17— and 17—; and that, from the best information I could collect, the said parties were in all probability married at one or other of the following places, namely, (*naming them*) all situate and being within the said county of K.;

(p) Or,—on the day of the date appearing thereon, namely (*if one*) on the —— day of —— 18—, or, shortly afterwards.

(q) Or,—female.

3. THAT in pursuance of such information, and between the said — and — days of — last past, I applied for and obtained access to the different registers of marriages kept in and for the several parishes or places aforesaid, and I diligently and carefully searched and examined the same respectively between the said years of 17— and 17—, for the marriage of the said W. F. and C., his wife, but was unable at either of such places to trace or discover any record or entry thereof whatever :

4. AND I make this solemn declaration, &c. (*as in p. 143*).

Subscribed, &c. (*as in p. 143*).

(*Signature.*)

Filed on behalf of —.

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## No. CCIV.

### *Of Identity and Age.*

In the, &c. (*as in form No. exci.*)

I (*the declarant*), of, &c., Grocer, do solemnly and sincerely declare :—

1. THAT I am — years of age, and have always resided in the said parish (*r*) [of D.] and was well (*s*) acquainted with A. B., late of the same place, Draper (*t*), deceased; and that I know he survived his brother (*u*) W. B., late of, &c., Maltster, and died on or about the — day of —, one thousand eight hundred and —, leaving — sons, namely, G. B., the eldest, of, &c., Druggist (*x*), and J. B., of, &c., Stationer.

2. THAT I have known both the said G. B. and J. B. from their childhood, and am therefore quite certain that the said G. B. is upwards of — years older than his said brother J. B.

3. AND I make this solemn declaration, &c. (*as in p. 143*).

SUBSCRIBED and SOLEMNLY DECLARED, &c. (*as in p. 143*).

(*Signature.*)

Filed on behalf of —.

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## No. CCV.

### *As to Age (for an Assurance Society).*

I (*the declarant*), of, &c., Grocer, do solemnly and sincerely declare :—

1. THAT I am now of the age of — years and upwards, and have known (*y*) and been well acquainted with the parents of A. B. (whose

(*r*) Or,—town—or, city.

(*s*) Or,—intimately acquainted.

(*t*) If requisite, here add—**who married E. G., a daughter of S. G., of, &c., Merchant.**

(*u*) Or,—**mother—or, sister (or other relation).**

(*x*) If necessary, here add—**who married (as above, n. (t)).**

(*y*) When the declaration is made by the person proposing the assurance, the

life is, as I am informed and believe, proposed to be assured by a policy of "The — Assurance Society,") as well as himself from his childhood.

2. THAT I have many times heard his parents state that he was born at D., in the county of R., in the month of —, in the year one thousand eight hundred and —; and never having heard the contrary, I verily believe the same to be true.

3. THAT his sister, now deceased, was reputed to be, and as I have also heard his parents state, and now verily believe, was about — years younger than himself, and she would, if living, in the month of — next, be of the age of — years; and I have, therefore, always considered and believed, and still consider and believe that the said A. B. will be of the age of — years on his next birthday.

4. And I make this solemn declaration, &c. (*as in p. 143*).

SUBSCRIBED and SOLEMNLY DECLARED (*as in p. 143*).

(*Signature.*)

## No. CCVI.

*By a Declarant as to his own Age.*

I (*the declarant*), of, &c., Grocer, do solemnly and sincerely declare:—

1. That to the best of my knowledge, information, and belief, and according to what I have always heard (*z*) and understood in my family, I was born at H. in the county (*a*) of B. on or about the — day of —, one thousand eight hundred and —; and that I shall not, consequently, attain the — year of my age until my next birthday.

2. And I make this solemn declaration, &c. (*as in p. 143*).

SUBSCRIBED and SOLEMNLY DECLARED, &c. (*as in p. 143*).

(*Signature.*)

## No. CCVII.

*That a particular Person is still living.*

In the, &c. (*as in form No. exci.*)

I (*the declarant*), of, &c., clerk to D. D., of the same place, solicitor, do hereby solemnly and sincerely declare:—

1. THAT I know and am very well acquainted with (*the annuitant or other party*) of, &c., a retired Draper; and that I verily believe he

form must, of course, be varied accordingly, but it will require only slight alteration. Some offices, however, provide their own forms.

(*z*) Or,—heard my parents say.

(*a*) Or,—city—or, village.

is now alive, having seen and conversed with him this day (b) being the — day of — one thousand eight hundred and —, when he appeared and stated himself to be in perfectly good health.

2. AND I make this solemn declaration, &c. (*as in p. 143*).

SUBSCRIBED and SOLEMNLY DECLARED, &c. (*as in p. 143*).

Filed on behalf of —

(*Signature.*)

## No. CCVIII.

### *Of Identity of Persons.*

In the, &c. (*as in form No. cxc.*)

I (*the declarant*), of, &c., Gentleman, do solemnly and sincerely declare:—

1. THAT I knew and was well acquainted with H., the wife of J. W., of, &c., Draper, deceased, formerly H. C., spinster; having been on terms of intimacy with her family many years before her marriage (c);

2. THAT the said H. W. died in or about the month of —, 18—, in childbed (d);

3. THAT I have heard and always understood, and, never having heard to the contrary, now verily believe, that the child, in the giving birth to which the said H. W. died as aforesaid, lived a few hours only (e);

4. THAT from the intimacy which subsisted between me and the the said J. W. down to the time of his death, I am therefore enabled to speak positively, and without doubt, to the fact of the said H. W. having died without other lawful issue, and of the said J. W. having, after her death, married again, and had children by a second wife whose maiden name was J. K., and who before the marriage resided at W. aforesaid.

5. AND I make this solemn declaration, &c. (*as in p. 143*).

SUBSCRIBED and SOLEMNLY DECLARED, &c. (*as in p. 143*).

Filed on behalf of —

(*Signature.*)

(b) Or,—yesterday, being the — day of — instant—or, on the — day of — instant—or, last.

(c) Or,—THAT I knew and was well acquainted with J. W. and H. his wife, having been on terms of intimacy with the families of the said J. W. as well of the said H. W., his wife, many years before their marriage, &c.

(d) Or, as the case may be.

(e) Or,—was stillborn—or, if twins, that of the two children, in the giving of birth to which the said H. W. died as aforesaid; one was stillborn, and the other lived only a few hours—or, days only (*as the case may be*).

## No. CCIX.

*Of Searches for Evidence in Support of a Pedigree.*

In the, &c. (as in form No. exci.)

I (*the declarant*), of, &c., Solicitor, do solemnly and sincerely declare :—

1. THAT I am ——— years of age and upwards, and, to the best of my recollection and belief, have resided at M. aforesaid from my birth to the present time ;

2. THAT I knew and was well acquainted with J. S. the elder, formerly of, &c., Draper, and E. his wife, they having lived next door to me at a place called “Dean’s,” in the parish of M. aforesaid, for upwards of ——— years, and we were consequently on terms of great intimacy [and friendship] ;

3. THAT the said J. S. and E. S. having always lived together, were universally considered to have been lawfully married, and never having heard anything to the contrary, I verily believe such to be the fact ;

4. THAT the said E. S. died and was buried at M. aforesaid, in or about the year 18—, when I was about ——— years of age ;

5. THAT I well recollect when I was about ten years old, or thereabouts, the said J. S., and my father P. G., of, &c., Grocer, and one W. S., of M. aforesaid, carpenter (both deceased), purchased a bible each, and I heard them say they were intended to be used and kept as family bibles ;

6. THAT I shortly afterwards saw in the bible so purchased by the said J. S. an entry, among others, containing a statement of the birth of E. S. and of her marriage with said J. S. ;

7. THAT I have lately made and caused to be made various inquiries of different branches of the family to endeavour to trace out and obtain access to such bible, but have hitherto been unsuccessful ;

8. THAT I on the ——— day of ———, 18—, examined a headstone erected in the churchyard of M. aforesaid, belonging to the family of said J. S. the elder, and from the inquiries made by me as aforesaid, and from other circumstances within my knowledge, I believe such headstone was erected and paid for by W. S., formerly of M., but afterwards of N. aforesaid, Yeoman, deceased, one of the sons of the said J. S. the elder ;

9. THAT the following are true and faithful extracts or copies of some of the inscriptions on the said headstone, namely [*here copy them literally*] ; and I verily believe such inscriptions relate to and describe the said J. S. the elder and E. his wife, and their children ;

10. THAT the said J. S. the elder, about ——— years after the death of his said wife E. S., left M. aforesaid to go and reside with his said

son W. aforesaid, and I well recollect that this was in the year 18—, from the circumstance (*here state it*) ;

11. THAT the said J. S. the elder died at N. and was buried at M. aforesaid, in the month of —, 18—, as described on the said head-stone, and I assisted as one of the bearers at his funeral, with W. J. of M. aforesaid, Miller, and others ;

12. THAT the said J. S. the elder had — sons and — daughters, namely [*here name them*], and that S., one of such daughters, married J. B., of, &c., Artisan ; E., another of such daughters, married G. D., of, &c., Tailor ;

13. THAT the said J. S. the younger was his eldest son, and married a person named J. B., from the neighbourhood of W. in the said county of H. ;

14. THAT the said W. S. (who formerly resided at M. and afterwards at N. aforesaid, where he died and was buried) married A. J., a widow, by whom he had one son named E., who died an infant of tender age, and one daughter E., who married W. N., then late of, &c., Cooper, deceased, and which said E. N. died about five years ago without issue ;

15. THAT the said W. S. never married any other person besides the said A. J. (who survived him several years) ; and that I never heard, nor do I believe, that they ever had any other children than the said E. and E. before mentioned ;

16. THAT I well remember the said W. S. purchasing the house and lands at N., late in the occupation of the said E. D., deceased, of one J. G., of, &c., esquire ;

17. THAT the said J. S. the younger died in the lifetime of his brother the said W. S., the purchaser of said farm and lands at N., leaving three sons, named R., S., and T. ;

18. THAT the said R. S. was the eldest son of the said J. S. the younger, and died in or about the year 18—, leaving — daughters, namely (*state them*), and that the said D. S. married S. R., of, &c., Butcher, and to the best of my remembrance and belief, died and was buried at M. aforesaid about — years ago ;

AND I make this solemn declaration, &c. (*as in p. 143*).

SUBSCRIBED and SOLEMNLY DECLARED, &c. (*as in p. 143*).

Filed on behalf of —.

(*Signature.*)

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No. CCX.

*Another Form.*

In the, &c. (*as in form No. exci.*)

I (*the declarant*), of, &c., Maltster, do solemnly and sincerely declare :—

1. THAT I am aged about — years, and, to the best of my

recollection and belief have never resided out of the parish of M. aforesaid ;

2. THAT my father, J. S. the younger, died in 18—, when I was about — years old, leaving — sons, namely, S. (who was my eldest brother), S., and myself ;

3. THAT my said brother S. married A. M., of, &c., spinster, by whom he had — daughters (but no son), namely [*here state the names*] ;

4. THAT I attended at the christening of the said A. and S. at the parish church of G., in the said county of W., in the year 18—, and stood sponsor to each of them ;

5. THAT A. died when she was about — years old, and S. when she was about —, or — weeks old, and both of them were buried in the burial-ground belonging to the Wesleyan chapel at O., in the county of D., aforesaid, as I have always understood, and never having heard the contrary now verily believe ;

6. THAT my said brother died in the month of March, 18—, and was buried at M., aforesaid ; but his said wife survived him many years ;

7. THAT my said niece D. was married to one S. P., of the city of B., Draper, and died about — years ago, and was buried at M. aforesaid, without leaving any issue her surviving, her — children having all died in infancy ;

8. THAT my said niece C. was married to one J. A., who died about — years ago, and subsequently to H. F., late of B., in the county of —, Baker ;

9. THAT my said niece J. (commonly called “—”), was married to, and is now the wife of J. J., of, &c., Yeoman ;

10. THAT at the time of the death of my said father, my uncle W. S. was his eldest brother ;

11. THAT my said uncle W. purchased of one J. G., of, &c., Esquire, the farm and lands, &c. [*here describe the property in question*], situate, &c., now in the occupation of A. B., and continued in possession thereof down to the year 18—, when he died intestate, and was buried at N. aforesaid, leaving only one son, who died an infant of tender years, and only one daughter E., who married W. N., of, &c., Cooper, and died about — years ago, and was buried at N. aforesaid ;

12. THAT her said husband, the said W. N., died on or about the — day of — now last past, and was also buried at N. aforesaid :

AND I make this solemn declaration, &c. (*as in p. 143*).

SUBSCRIBED and SOLEMNLY DECLARED, &c. (*as in p. 143*).

Filed on behalf of —.

(*Signature.*)



## MARRIAGES.

*(In support of the foregoing declarations.)*

No. in Pedigree.	Date.	Names.	Description.
1	Oct. 7th, 1769	Joseph Styles and Jane Stone	Son of Joseph and Edith Styles.
1	Nov. 8th, 1789	William Styles and Amelia Jones	Son of Do.
8	June 16th, 1790	Stephen Styles and Mary Green	Son of Joseph and Jane Styles.
9	Aug. 6th, 1810	William Noakes and Elizabeth Styles	Daughter of William and Amelia Styles.
10	May 12th, 1811	Samuel Pike and Dorothy Styles	Daughter of Stephen and Mary Styles.
11	Dec. 2nd, 1818	John Adams and Caroline Styles	Daughter of Do.
12	Nov. 6th, 1821	Edwin Philips and Susan Styles	Daughter of Do.
13	April 7th, 1827	James James and Adela Styles	Daughter of Do.
14	Oct. 3rd, 1836	Henry Foot and Caroline Adams, widows	Daughter of Do.

## BAPTISMS.

No. in Pedigree.	Date.	Christian Name.	Description.
1	March 9th, 1749	Joseph	Son of Joseph Styles and Edith Styles.
1	June 14th, 1750	Joseph	Do.
1	Nov. 18th, 1752	William	Do.
1	May 5th, 1771	Stephen	Son of Joseph and Jane Styles.
1	Feb. 5th, 1791	Betsy, otherwise Elizabeth	Daughter of William and Amelia Styles.
2	April 16, 1793	Caroline	Daughter of Stephen and Mary Styles.
3	Aug. 18th, 1795	Dorothy	Do.
4	June 16th, 1797	Adela	Do.
4	July 16th, 1799	Susan	Do.
5	Jan. 18th, 1813	Louisa	Daughter of Samuel and Dorothy Pike.
6	Sept. 11th, 1815	Richard	Son of Do.
7	Aug. 5th, 1816	Fanny	Daughter of Do.

## BURIALS.

No. in Pedigree.	Date.	Names.	Description.
1	June 8th, 1796	Charles	Son of William and Amelia Styles.
1	Jan. 2nd, 1800	Edith	Wife of Joseph Styles, the elder.
1	April 19th, 1801	Joseph	Son of said Joseph and Edith.
1	Sept. 3rd, 1803	Joseph Styles	The Elder.
15	Nov. 11th, 1814	William Styles	His Son.
16	Nov. 16th, 1825	Louisa	Daughter of Samuel and Dorothy Pike.
17	Aug 29th, 1836	Richard	Son of Do.
1	Feb. 6th, 1840	Dorothy	Wife of Samuel Pike.
18	May 1st, 1840	Fanny	Daughter of said Samuel and Dorothy Pike.
19	Oct. 13th, 1843	Amelia	Wife of William Styles.
20	Dec. 11th, 1844	John Adams	First husband of Caroline Styles.
1	March 3rd, 1855	Stephen	Son of Joseph and Jane Styles.
21	Feb. 12th, 1857	Samuel Pike	Husband of Dorothy Styles.
19	May 15th, 1861	Elizabeth	Wife of William Noakes.
22	June 14th, 1876	William Noakes	Her Husband.

## No. CCXI.

*As to Ownership and Title Deeds.**(On the execution of a mortgage.)*

I (*the declarant*), of, &c., Grocer, do solemnly and sincerely declare:—

1. THAT I am about to execute a mortgage, already prepared and ingrossed, and intended to bear date on the day of my making this declaration, and made, &c., whereby a certain dwelling-house, &c. (*here describe the property shortly, but so that it might be easily identified with that in the mortgage (f)*), which premises are intended to be mortgaged by me to the said (*mortgagee*) for securing the sum of — pounds and interest [at the rate of — per centum per annum];

2. THAT the said premises are now vested solely, absolutely and beneficially in me in fee-simple (*g*), free from all charges and incumbrances, rights, proceedings, and claims whatsoever (*h*);

(*f*) *Or*,—land and hereditaments comprised in the Schedule contained in—*or*, annexed to the said mortgage.

(*g*) *Or*,—for my life—*or*, the life of A. B.

(*h*) If subject to any charge or incumbrance, here add—except an annuity of — pounds payable to A. B.—*or*, except a sum of — pounds thereon, and payable to A. B. on the death of C. D.

3. THAT the title deeds and documents now in my possession and intended to be delivered to the said (*mortgagee*) on the execution of the said mortgage are all the title deeds, documents, and evidences I now have or ever had [or ever heard of] relating to the title to the said premises, and are, as I verily believe, all that are now existing relating to the said premises, save only original wills filed and deeds and documents of which copies are to be delivered to the said mortgagee with the said title deeds :

4. AND I make this solemn declaration, &c. (*as in p. 143*).

SUBSCRIBED and SOLEMNLY DECLARED, &c. (*as in p. 143*).

(*Signature.*)

## No. CCXII.

### *Of the Signing of a Notice of Dissolution of Partnership.*

I (*the declarant*), of, &c., Gentleman, do solemnly and sincerely declare :—

1. THAT I was present on the — day of —, instant, and did see (*the partners*) of, &c. (*i*) (*describing them as in the notice*), severally sign the paper-writing hereunto annexed, purporting to be a notice of the dissolution of the co-partnership lately subsisting between them as [grocers] at W., aforesaid ;

2. THAT the names “(*the names exactly as signed*)” severally subscribed thereto are of the respective proper handwriting of the said (*partners, repeating their names—NOT their additions—in full*) respectively ; And that the name “—” (*of the witness, as signed*) subscribed thereto as the witness attesting the due signing thereof is of my own proper handwriting :

3. AND I make this solemn declaration, &c. (*as in p. 143*).

SUBSCRIBED and SOLEMNLY DECLARED, &c. (*as in p. 143*).

(*Signature.*)

## No. CCXIII.

### *Of Execution of a Deed for changing a Surname (k).*

I (*the declarant*), of, &c., Gentleman, do solemnly and sincerely declare :—

1. THAT I was present, with G. S., of, &c., Grocer, on the — day of — instant, and did see A. B. M., lately called or known by the name of A. B., and residing at, &c., Maltster, sign, seal, and as his act and deed, in due form of law deliver the deed or instrument (*l*)

(*i*) If they sign on separate days, say—did see (*one partner*) of, &c., Grocer, sign, &c. (*continuing to the end of this paragraph, and then proceed with a fresh one*) —THAT I was also present on the — day of —, instant, and did see (*the other partner*) of, &c., Grocer, likewise sign the said paper writing hereunto annexed ; and that the names — (*as signed*) severally subscribed thereto, are, &c. (*as above*).

(*k*) Stamp, 2s. 6d.

(*l*) If engrossed on paper, here add, or,—paper-writing. For a deed see next form.

hereunto annexed and marked with the letter "M," and bearing date the [said] — day of —, instant;

2. THAT the name "A—— B—— M——" (*m*) set and subscribed to the said deed or instrument as the name of the person executing the same, is of the proper handwriting of the said A. B.; and that the names "——" and "——" (*n*) set or subscribed thereto as the persons attesting the due execution thereof, are of the respective proper handwriting of the said G. S. (*o*) and of me the said (*declarant*);

3. AND I make this solemn declaration conscientiously believing the same to be true, &c. (*as in p. 143*).

SUBSCRIBED and SOLEMNLY DECLARED, &c. (*as in p. 143*).

(*Signature.*)

## DEED POLL.

No. CCXIV.

### *For Changing a Surname (p).*

KNOW ALL MEN BY THESE PRESENTS, which are intended to be inrolled in the Inrolment department of the Central Office of the Supreme Court of Judicature, THAT I, the undersigned, A. B. (*q*), of, &c., Grocer, and now or lately called A—— R—— (*r*), for and on behalf of myself, and my heirs lawfully begotten, Do hereby (*s*) wholly, absolutely and utterly renounce, relinquish, and abandon the use of my said surname of R., and Do assume and adopt and determine to take and use, from the day of the date hereof, the surname of B—— (*t*) in lieu of, or substitution of my said surname of R—— :

AND, for the purpose of evidencing such my determination, I do hereby declare that I shall, at all times hereafter, in all records,

(*m*) Here insert the name exactly as signed.

(*n*) Here insert the names exactly as signed, whether long or short.

(*o*) Here insert the name in full.

(*p*) This deed must be stamped with a deed stamp,—be acknowledged before a Master or Commissioner,—and be inrolled in the Central Office of the Supreme Court. For which purposes there must be a declaration of its due execution, referring to the deed as an exhibit. See previous form.

This exhibit must be written in the margin of it. In order to give it greater effect by making it and the change notorious, notice (see *post*, title "Notices") of it should be given in the *Gazette*, in the *Times* newspaper, and in the local papers where the party changing his name is generally known; but the *Gazette* and *Times* are not indispensably necessary.

(*q*) Here insert the *assumed* name correctly.

(*r*) Here insert the *exact* name and description by which he was *previously* known. If the residence has been lately changed, here add—but late of, &c.—or, lately residing at D. in the county—or, city—of W.; and, if so,—being—or, lately being—one of the partners in the firm of A. B. and son, carrying on the business of — Merchants at D. aforesaid (or, as the case may be, for the purpose of identity).

(*s*) If it is intended to add and substitute another name, omit the subsequent words down to the word "assume," and then proceed as above.

(*t*) If the name be added, here substitute—in addition to—instead of "in lieu of, and substitution for."

deeds, documents, and other writings, and in all actions, suits, and proceedings [both civil and criminal] as well as in all dealings and transactions, matters and things whatsoever, upon all occasions use and subscribe the said name of B—— as my principal surname (*u*) in lieu of, and in substitution for the said surname of R——, so relinquished as aforesaid; and so that I, and my heirs lawfully begotten, may, not hereafter, be called, known, or distinguished by the said surname of R—— (*v*), but by the surname of B—— only;

AND I therefore hereby expressly authorize and require all and every person and persons whomsoever, at all times, to designate, describe, and address me, and my heirs lawfully begotten, by such adopted surname of B——, and of B—— only (*w*), accordingly.

IN WITNESS whereof I have hereto subscribed my christian name of A. and my adopted and substituted surname of B—— (*x*), this — day of — 18—.

SIGNED, SEALED, and DELIVERED by the above-named A. B. ( <i>being his adopted name (y)</i> ) in the presence of	}	<i>(Signature as adopted, and seal.)</i>
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(2 Witnesses.)

## DEMANDS.

No. CCXV.

*On Plaintiff's Solicitor to state whether Writ was issued by  
him or with his Authority (z).*

18—, —, No.—.

In the High Court of Justice.

[Queen's Bench] Division.

Between, &c.

SIR,

A writ of summons dated the — day of —, 18—, has been issued against the above-named defendant in this action, and on which writ is indorsed a statement, that the same was issued by you, as the above-named plaintiff's solicitor. On behalf of the defendant I

(*u*) If the name be *added*, not substituted, here insert—in addition to my said name of R.—instead of “in lieu of and substitution for.”

(*v*) Or, if additional—by the said surname of “Roe-Buck”—or, of R—— and B——, and so as that the name of “Buck” may be deemed to be my last and principal surname.

(*w*) Or, if so,—surnames of “Roe-Buck”—or, of “R—— and B——” only.

(*x*) Or, if so,—my original name “Roe” and my adopted additional surname “Buck” as “Roe-Buck”—or, “R—— and B——.”

(*y*) Or, if a name be added—A. Roe-Buck (being his original and adopted surnames).

(*z*) See Rules of Supreme Court, 1883, Ord. 7, r. 1; and for the declaration in answer to this demand, see Form No. CLXVII., p. 126.

demand of you to declare to me forthwith, whether such writ has been issued by you, or with your authority or privity.

DATED the — day of — 18—.

Yours, &c.

(Signature) (b).

To MR. — (a).

---

No. CCXVI.

*For Statement of Names and Residences of Persons  
Constituting the Plaintiff Firm (c).*

18—, —, No. —.

In the High Court of Justice.

Queen's Bench Division (d).

Between — & Co., Plaintiffs,  
and

—, Defendant (e).

SIR,

On behalf of the above-named defendant (f), I require you forthwith to declare to me in writing the names and places of residence of all the persons constituting the firm of — & Co., the above-named plaintiffs.

DATED the — day of — 18—.

Yours, &c.

(Signature.)

defendant's solicitor (g).

To MR. —,  
Plaintiffs' solicitor (h).

---

No. CCXVII.

*To Debtor for Payment.*

(Place.)

(Date.)

SIR,

I am instructed by Mr. A. B., of D., Grocer, to apply to you for the immediate payment of £— due from you to him; and to

(a) The solicitor whose name is indorsed on the writ.

(b) Signature of defendant's solicitor. But if the demand is made by the defendant himself, the wording must be altered accordingly.

(c) See Rules of Supreme Court, 1883, Ord. 7, r. 2.

(d) Or, as the case may be.

(e) Or, — defendants.

(f) Omit this first sentence if the demand is made by a defendant himself, and if the demand is made by one of several defendants, say—I (name) one of the above-named defendants require you, &c.—or, if the demand is made by the solicitor of one of several defendants, say—on behalf of the above-named defendant (name) I require you, &c.

(g) Or, the defendant may himself sign the demand.

(h) Or, it may be addressed to the plaintiff firm, making the necessary alterations in the wording.

inform you that, unless the same be paid to me on or before the — instant, proceedings will be commenced against you for the recovery thereof, without further notice.

Yours truly,  
(Signature.)

To MR. (*the debtor*).  
(address.)

---

No. CCXVIII.

*Same—Peremptory.*

(Place.)  
(Date.)

SIR,

Having received no reply to my letter of the — instant (*i*), requiring payment of £ — due to Mr. —, I have now to inform you that, unless the amount be remitted to this office (*k*), by return of post, proceedings will positively be taken for the recovery of it, without further application (*l*).

I am, sir,  
Your obedient servant,  
(Signature.)

To MR. (*the debtor*).  
(address.)

---

No. CCXIX.

*Same—Final.*

(Place.)  
(Date.)

SIR,

The applications I have made for payment of £ —, appearing by the books and statements of Mr. (*the creditor*) to be due from you to him, having failed to produce a settlement, I have now to inform you that, if this sum be not paid to me on or before the — of — instant, I am instructed to take steps for the recovery of the same in the county court (*m*), but I hope you will avoid the costs of such proceedings by attending to this [final] notice.

Yours truly,  
(Signature.)

To MR. (*the debtor*).  
(address.)

(*i*) Or,—ultimo.

(*k*) Or,—these Chambers.

(*l*) Or,—further notice.

(*m*) Or other court—or—in cases of bankruptcy—to take proceedings in bankruptcy.

## No. CCXX.

*On behalf of a Trustee or Executor for Payment of a Debt  
being part of the Trust Estate.*

(Place.)  
(Date.)

SIR,

I am instructed by the trustee (*n*) to collect the outstanding debts due to the estate of Mr. A. B., of this place, Grocer. I have, therefore, to request that you will have the goodness to call at my office (*o*), on or before the — instant, and pay the amount appearing to be due from you to him, namely £ —.

Yours truly,  
(Signature.)

To MR. C. D.  
(address.)

## No. CCXXI.

*Offering a Fragmental Estate to Creditors before presenting a  
Bankruptcy Petition.*

(Place.)  
(Date.)

GENTLEMEN,

Mr. A. B. [late], of, &c., Draper, having had the whole of his property suddenly seized and taken from him under accumulated legal proceedings (*p*), is now left without the means either of subsistence (*q*), or of paying his other creditors; and, in his present position, it is utterly hopeless that he will ever be able to do so.

He has, therefore, no other refuge than proceedings in bankruptcy, unless his creditors would consent to accept such a composition as may be realized from the [few] outstanding debts now due to him, which he has, under my advice, consented first to offer them, in order that they may have the benefit of that which must otherwise be expended in his seeking relief from his present distress.

The amount of composition to be offered, will necessarily depend upon circumstances; but if he should be as successful as he seems to have a right to expect, a dividend of — or — shillings or probably more, would be the result (*r*).

But, before taking any steps to accomplish such an arrangement, it will be necessary to know if the creditors at large will consent to accept the dividend, whatever it might be; for it would be as useless as it would be improper to attempt to realize a fund by

(*n*) Or,—the executor of the will of Mr. A. B., late of D., Grocer, deceased, to collect the debts due to him.

(*o*) Or,—send to my office the amount appearing to be due, &c.

(*p*) Or,—losses.

(*q*) Or,—of continuing his business.

(*r*) Or,—be realized.



which unwilling creditors might be paid in full, to the detriment of those who may, under the distressing circumstances in which my client is placed, prefer a small dividend, to the loss of their whole claims. I shall, therefore, be obliged by your favouring me with an early reply, expressly assenting to, or dissenting from the arrangement proposed; so that I may be prepared to proceed either to carry it out, with as little delay and expense as possible, or to present a bankruptcy petition.

I am,

Gentlemen,

Your obedient servant,

(Signature.)

To Messrs. ———.

(Address.)

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## No. CCXXII.

### *Of an Apology for Slander.*

SIR,

I have been consulted by Mr. A. B. on the subject of the unfounded slanders (*s*) circulated by you (*t*) respecting (*u*) his character; and I am instructed to acquaint you that, unless you (*x*) call at my office on ——— next (*y*), and make a suitable apology, and retract such slanderous (*z*) statements, in the presence of the persons to whom you (*a*) made them, and pay my charges, legal proceedings will be commenced against you for redress.

I trust you will see the reasonableness of this requirement, and immediately comply with it, in order to prevent further expense and unpleasantness.

Yours truly,

(Signature),

Solicitor to Mr. A. B.

To Mr. ———

(Address.)

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## No. CCXXIII.

### *An Apology.*

WHEREAS I (*b*), the undersigned C. D., of, &c., Grocer, having lately incautiously (*c*) charged Mr. A. B., of, &c., with having [*here*

(*s*) *Or*,—reports.

(*t*) *Or*,—by your wife.

(*u*) *Or*,—against his character.

(*x*) *Or*,—Mrs. B.

(*y*) *Or*,—within ——— days.

(*z*) *Or*,—reports—or, acknowledge the untruth of your or her.

(*a*) *Or*,—she.

(*b*) *Or*,—C. my wife.

(*c*) *Or*, if so,—maliciously.

*state the charge, adding, if not malicious*], which I then believed to be true, but which I have since found to be wholly unfounded; and having circulated a report to that effect (*d*) which is likely to be very injurious to his character and reputation, he has justly threatened a prosecution against me; but in consideration of my agreeing to make the following apology, and paying the expenses already incurred, and also of my retracting the report, he has kindly consented to forbear such prosecution:

Now *I do hereby declare* my sincere contrition and regret that such charge should have been made (*e*), and that it is wholly untrue [and without the slightest foundation;] and, grateful for the lenity shewn me, I, at the same time, promise to retract the said report to the utmost extent of my power.

Dated this — day of —, 18—.

WITNESS,

(Signature.)

## No. CCXXIV.

### *Of Payment by Mortgagee (f).*

To Mr. A. B., of, &c., Grocer.

By virtue and in pursuance of the proviso and covenant contained in a certain indenture of mortgage, bearing date the — day of — last (*g*), and made between you, the above-named (*mortgagor*), of the one part, and me (*h*), the undersigned (*mortgagee*) of, &c., draper, of the other part:—I hereby appoint — the — day of — next (*i*) at — o'clock in the forenoon (*k*) for payment by you to me (*l*) of the sum of — pounds thereby secured (*m*), together with all interest and other moneys which shall then be due to me (*n*), upon or by virtue of the said indenture of mortgage. AND I (*o*) hereby demand and require payment of the said principal sum, interest, and other moneys accordingly. AND I (*p*) hereby give you notice, that in default of payment thereof accordingly, I shall proceed to a sale of the lands, buildings, and hereditaments (*q*), so secured to

(*d*) *Or*,—having lately circulated a report.

(*e*) *Or*,—such report should have been circulated.

(*f*) For other forms, see under "Notices."

(*g*) *Or*,—18—.

(*h*) If given by solicitor or agent, here say—*and (the mortgagee) of, &c., Grocer, of the other part: I, the undersigned (solicitor), as the solicitor and agent for and on behalf of the said (mortgagee), hereby appoint, &c. (as above).*

(*i*) *Or*,—instant.

(*k*) If a specific place of payment is named in the deed, it should be inserted here.

(*l*) *Or*,—to the said (*mortgagee*).

(*m*) *Or*, if the day for payment is past, the wording may be: *I hereby give you notice forthwith to pay off the principal sum of £— thereby secured, &c.*

(*n*) *Or*,—to him.

(*o*) If so,—as such solicitor and agent as aforesaid.

(*p*) *Ib.*

(*q*) *Or*, if the security be of *personal* chattels, after the word "accordingly," substitute—the said crops, chattels and effects secured to the said (*mortgagee*) by the said indenture of mortgage, will be sold, pursuant, &c. (*as above*).

me (*r*) by the said indenture of mortgage pursuant to and in exercise of the power or authority for that purpose therein contained.

DATED this — day of —, 18—.

(Signature.)

## No. CCXXV.

### *Of return of Articles delivered by Bailor.*

To Mr. (*the bailee*) of, &c., Tailor.

I, the undersigned (*bailor*) of, &c., Draper, hereby demand of, and require you to deliver up to me (*s*), upon the service hereof, the several pieces of cloth (*or other*) articles and things specified in the schedule hereunder written (*t*) belonging to, and delivered by me to you on or about the — day of — last (*u*), for the purpose of being manufactured into garments of clothing (*or as the case may be*): AND I HEREBY GIVE YOU NOTICE that, in default of your so delivering up the same, you will be deemed to have fraudulently and unlawfully converted the same to your own use, contrary to the statute in that case made and provided, and will be dealt with accordingly.

DATED this — day of —, 18—.

(Signature of the bailor.)

*The Schedule above referred to (x).*

## No. CCXXVI.

### *Another Form.*

To Mr. (*the bailee*) of, &c., Watchmaker.

I, the undersigned, (*bailor*) of, &c., Grocer, hereby demand of you my gold watch (*y*) delivered to you some weeks since (*z*) for the sole purpose of being cleaned (*a*); AND I give you notice that, unless you deliver it to the bearer upon the service hereof, I shall treat your

(*r*) Or,—to the said (*mortgagee*).

(*s*) Or,—to Mr. A. B., of, &c., solicitor, as my solicitor and agent—or, to such person or persons as he shall appoint.

(*t*) If the articles deposited be unknown, here say—all such [stock-in-trade], goods, chattels, and effects, belonging to me as have been taken by—or, delivered by—me, or by any person or persons on my behalf, or on my account, to you for any purpose and under any pretext or pretence whatsoever.

(*u*) Or, if the date be unknown, substitute—in the —, or, about—the month of — last.

(*x*) Here insert a description of the articles detained.

(*y*) Or, other article, as the case may be.

(*z*) Or, if the day be known,—on the — day of — last.

(*a*) Or, other purpose, as the case may be.

detention of it as a fraudulent and unlawful appropriation of your bailment, and proceed accordingly.

DATED this — day of —, 18—.

(Signature of the bailor.)

# No. CCXXVII.

## *Under a Covenant in a Farm Lease.*

To (*the tenant*) (*b*).

PURSUANT to a covenant contained in a certain indenture of lease, bearing date, &c., and made between, &c., of a certain farm and lands, situate, &c., I, THE UNDERSIGNED (*lessor*) hereby require you (*e*), within — days from the date hereof, to deliver to me (*d*) an account in writing, signed by you (*e*), of the names of the closes,—and if parts of closes, then of the names, quantities, and situations of those parts of the closes,—of the meadow and pasture lands on the said farm, which you (*f*) dressed, folded, or manured between the — day of —, 18—, and the — day of —, 18—, when the term granted by the said lease expired; subject to your right of holding over parts of the said farm till different periods after the expiration of the said term, the last of which expired on the — day of —, 18—: AND I give you further NOTICE, and require you (*g*) also to deliver, at the same time and place, an account in writing, signed by you (*h*), of the number of loads or quantities of hay and straw which grew on the said farm, and which were sold by you (*i*), or removed from, and not spent and used on the said farm between the said — day of —, 18—, and the said — day of —, 18—, and likewise the dates and times when, and the names and residences of the respective persons to and by whom the same were so respectively sold, delivered, and removed; AND also to state in such account the number of waggon-loads of soap-ashes or other good manure, brought by you on the said farm between the said (*k*) — day of —, 18—, and the — day of —, 18—, specifying the kind

(*b*) If more than one, after their names, add—and to each of you jointly and severally.

(*c*) Or,—one of you.

(*d*) Or, if consistent with the stipulations in the lease,—to Mr. A. B., my solicitor—or, steward—or, agent—at his office in W. aforesaid. The place is material, if mentioned in the lease.

This form can be readily adapted to other leases of a similar kind, such as royalties and the supply of articles under covenants or other contracts requiring the quantities sold to be accounted for as well as the different qualities or prices and the parties supplied.

(*e*) Or,—by each of you.

(*f*) Or,—either of you.

(*g*) Or,—each or one of you.

(*h*) Or,—by each of you. See a form of this account in the Author's "Practical Forms of Agreements."

(*i*) Or,—you, or either of you.

(*k*) Or,—last mentioned.

and description thereof respectively, and of whom, and the times when, the same were respectively purchased.

DATED this — day of —, 18—.

(*The lessor.*)

No. CCXXVIII.

*By a Husband of his Children harboured by his Wife,  
whilst living apart from him.*

To (*the wife*) wife of me, the undersigned (*the husband*).

I, the undersigned (*husband*), of &c., Grocer, hereby demand of, and require you to return and give up to me the entire custody of my — children (*naming them*), whom you now harbour and retain from me (*l*); AND I hereby offer to maintain and clothe (*m*) them, at my own expense, on your returning them (*n*) to me at my dwelling-house at D. aforesaid: AND I give you NOTICE that, in default of your (*o*) delivering up the said children to me forthwith (*p*), I shall no longer hold myself responsible for their (*q*) maintenance or clothing, or for any debts or liabilities you may incur or contract, either for yourself or them.

DATED this — day of — 18—.

(*The husband.*)

No. CCXXIX.

*Of Possession of a House.*

To Mr. —.

I, the undersigned (*owner*), of &c., Maltster (*r*), hereby demand of, and require you to deliver up to me (*s*), on the service hereof, the peaceable possession of the dwelling-house, garden and hereditaments with the appurtenances, situate and being at —, in the county of —, and now in your possession or occupation (*t*).

Dated this — day of — 18—.

(*Signature.*)

(*l*) Any person harbouring a wife and children against a husband, able and willing to support them, is liable to an action.

(*m*) If so,—you and them.

(*n*) If so,—with them.

(*o*) If so,—returning and.

(*p*) Or,—within — days—*or*, hours—from the service hereof.

(*q*) Or,—either your or their.

(*r*) If given by an agent, say—as agent for and on behalf of (*the owner*) of, &c., Maltster, hereby demand, &c. (*as above*).

(*s*) Or,—to the said (*owner*).

(*t*) If given by a purchaser, here add—and lately purchased by me. Here may be added—and, in default thereof, I shall, without further notice, take such steps as I may be advised for the recovery thereof. If the circumstances render it desirable, add—and you are hereby warned not to commit any waste, spoil, or damage, in or upon the said premises, or any part thereof.

No. CCXXX.

*Of Possession of Land (u).*To Mr. (*the trespasser*), of &c., Grocer.

I, the undersigned (*the claimant*), of &c., Grocer, hereby DEMAND of and require you to deliver up to me [or my agent] within — days from the service hereof, the peaceable possession of the strip or plot of land (being part of a garden) belonging to me, situate in — Street, in C. aforesaid, together with the use of the roadway leading thereto, and which strip, or plot, of land and roadway are held by you under my leave and licence; which I hereby now absolutely [revoke and] determine: AND I give you notice that, unless the same be delivered up to me at or before the expiration of the said — days, I shall take such steps as I may be advised for the recovery thereof.

DATED this — day of — 18—.

(The claimant.)

No. CCXXXI.

*Of Possession pursuant to sect. 213 of the Common Law Procedure Act, 1852 (x).*

To Mr. — (y).

I, the undersigned (*landlord*) (z), hereby, according to the form of the statute in such case made and provided, demand of and require you forthwith to quit and deliver up possession to me (a) of — (b), with the appurtenances, situate and being at —, in the county of —, and which were held by you under a — (c) bearing date the — day of — 18— for the term of — years, which expired on or about the — day of — last (d).

DATED the — day of — 18—.

(Signature.)

(u) For form of notice to deliver up possession under 1 & 2 Vict. c. 74, see *post*, Notices.

(x) 15 & 16 Vict. c. 76.

(y) This demand, made for the purpose of founding a right to require the tenant to find bail, may be addressed to the tenant or any one holding or claiming by or under him, and may be served personally upon or left at the dwelling-house or usual place of abode of such tenant or person.

(z) If the demand is made by an agent, say—I, the undersigned, as agent of and for Mr. —, your landlord, and on his behalf.

(a) Or,—to the said (*landlord*).

(b) The messuage, land, and premises—or, the farm and premises, or, as the case may be.

(c) Lease—or, agreement in writing. The section of the statute only applies where the contract of tenancy is *in writing*, and the tenant is holding over.

(d) Or,—instant—or, if so, say—bearing date the — day of —, 18—, as tenant thereof from year to year, and which tenancy was determined by the said (*landlord*)—or, by you — on the — day of — last by a regular notice to quit before then duly given.

## No. CCXXXII.

*Of Possession at the end of a term of years, otherwise double value (e).*

To Mr. (tenant).

I, the undersigned (landlord) (*f*), demand and require you to quit and deliver up possession of the messuage, land and premises (*g*), with the appurtenances, situate at — in the county of — forthwith (*h*), and take notice that if you hold over the said premises after the service hereof (*i*) you will be liable to pay double value (*k*) for the said premises, pursuant to the statute in such case made and provided.

DATED the — day of — 18—.

(Signature.)

## No. CCXXXIII.

*Of Copy of a Warrant—from a Constable or Gaoler (l).*

To (the constable, or gaoler), police constable of the county of K., stationed at — in the said county (*m*).

WHEREAS, on or about the — day of — last, you apprehended [assaulted], and imprisoned (*n*) (the prisoner), of &c., Draper (or, as the case may be), under colour or pretence of holding a warrant or warrants (*o*) authorizing you to do so, Now I hereby, as the solicitor for the said (prisoner), and on his behalf, demand of you the perusal and a copy or copies of all and every the warrant and warrants (*p*)

(*e*) This demand in writing is for the purpose of founding a right to the remedy given to the landlord or person entitled to the reversion by 4 Geo. 2, c. 28, s. 1.

(*f*) Or, if signed by a lawfully authorized agent, say—I, the undersigned, as agent of and for your landlord —, Esq., and on his behalf.

(*g*) Or,—the farm and premises—or, as the case may be.

(*h*) Or,—on the expiration of your term therein, which will expire on or about the — day of —, 18—. If the demand be served before the expiration of the term, no further demand is necessary after the expiration of the term, but double the yearly value of the premises will be calculated for so long as the tenant holds over, otherwise, if the demand is made after the expiration of the term, the double value will be calculated from the time of the demand only; see calculations of the single and double value in *Cobb v. Stokes*, 8 East, 358. In the case of a tenancy from year to year a valid notice to quit by the landlord will suffice as a demand under the statute. The wording of the demand should not leave any alternative to the tenant. See *Doe v. Jackson*, Dougl. 175, and *Ahearn v. Bellman*, 4 Ex. D. 201.

(*i*) Or,—after the expiration of the term.

(*k*) Or,—double rent,—where the tenant has given a valid written or verbal notice to quit, but holds over (11 Geo. 2, c. 19, s. 18).

(*l*) This demand is necessary before commencing an action, 24 Geo. 2, c. 44, s. 6.

(*m*) If gaoler, put the address of the prison.

(*n*) Or, in the case of a gaoler, say—you received into your custody and kept and detained in custody for —, then next following.

(*o*) Or, in the case of a gaoler, say—warrant or other instrument of commitment.

(*p*) Or, in the case of a gaoler, say—warrant or instrument of commitment.

under or by virtue of which you so apprehended and imprisoned (*q*) him the said (*prisoner*) as aforesaid.

DATED this — day of — 18—.

(*The solicitor*)  
of &c., solicitor.

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No. CCXXXIV.

*Of Title Deeds, and Notice of an intended Action.*

To

The — Joint Stock Bank at —, and the directors and manager thereof.

WHEREAS by an indenture of mortgage, dated, &c., and made between, &c., certain freehold messuages, lands, and hereditaments situate, &c. (*r*), were granted and assured unto and to the use of the said (*mortgagees*), their heirs and assigns, by way of mortgage to secure payment of the sum of — pounds, then advanced by the said (*mortgagees*), or one of them, to the said (*mortgagor*), together with interest thereon: AND WHEREAS upon the execution of the said indenture [of mortgage relating to the said property] divers deeds and muniments of title were delivered to the said (*mortgagees*, or one of the mortgagees on behalf of both) (*s*) the legal mortgagees thereof: AND WHEREAS the said sum of — pounds so advanced as aforesaid, was money belonging to the said (*mortgagees*), as trustees under a certain indenture of settlement, dated, &c., being a settlement made in contemplation of a marriage, which was, shortly afterwards, duly solemnized, between, &c. (*the husband and wife*), under which settlement they and their children are beneficially entitled to the moneys thereby settled, including the said sum of — pounds, according to their respective interests therein mentioned: AND WHEREAS the said sum of — pounds, secured by the said hereinbefore recited mortgage, is, together with a considerable arrear of interest thereon, still due [and owing] upon the said security [of the said indenture], and is a first charge upon the property comprised in such mortgage: AND WHEREAS it has come to the knowledge of the said (*husband and his wife*) that you, the said — Joint Stock Bank, or your solicitors, have, by and through [the improper conduct of] the said (*one of the mortgagees*), or otherwise, obtained possession of the said deeds and muniments of title relating to the said mortgaged property, and that you now claim to retain them and improperly refuse to deliver them up to me (*t*): Now

(*q*) Or, in the case of a gaoler, say—so received into your custody and kept and detained him the said (*prisoner*) as aforesaid.

(*r*) The description here given of the property should be as concise but indicative as possible.

(*s*) This form presupposes a case where one of several mortgagees commits the wrong; but if all are concerned their names should be inserted here.

(*t*) Or,—to us.



I, the undersigned (*solicitor*), of, &c., as the solicitor for, and on behalf of the said (*the other mortgagee*) (*u*) and of the said (*husband and wife*) and their children, hereby demand of and require you forthwith to deliver up to me as such solicitor [as aforesaid] ALL and every the deeds and muniments of title whatsoever relating to the said premises and now in your custody, possession or power, as such bankers as aforesaid: AND WHEREAS it has also come to the knowledge of the said (*husband and wife*) that you the said — Joint Stock Bank are in possession of the said property and are receiving the rents and profits thereof: Now I, as such solicitor and on such behalf as aforesaid, hereby demand of and require you to deliver to me immediate and peaceable possession of the said messuage, lands, and hereditaments: AND I beg to give you notice that, in case you shall not comply with the foregoing demands, or, in case you shall not also pay and discharge the said sum of — pounds and interest and all mortgagee's costs properly incurred under or by virtue of the said indenture of mortgage within — days from the service hereof, the said (*acting mortgagee*) and the said (*husband and wife*) and their children or some or one of them will take such proceedings for enforcing the delivering up of the said deeds, muniments and possession, and for foreclosing or realizing the said security comprised in, or affected by the said indenture [of mortgage] and for securing, for the benefit of the persons beneficially entitled under the said settlement, the said sum of — pounds, and interest, as they may be advised; and they will seek to charge you with all costs incurred by them in consequence of any resistance on your part to their just demands.

DATED this — day of —, 18—.

Yours, &c.  
(*Signature*) (*x*).

DISTRESS (*y*).

No. CCXXXV.

*Warrant to distrain for Rent.*

I HEREBY authorize [and require] you to seize and distrain all or any of the [stock, crops] goods, chattels, and effects, in the [farm or]

(*u*) If the other trustee will concur, which would be desirable, his name should be inserted here.

(*x*) If the address is not given in the body of the notice, it should be stated, after the signature, here.

(*y*) The following are some of the points to be observed:—(1.) *By whom made, and when it cannot be made.*—No distress can be made by a landlord for arrears of rent but within six years of its being due or acknowledged in writing, and by the Agricultural Holdings Act, 1883, s. 44, the period for such holdings is reduced to one year. A mortgagee cannot distrain for rent upon a lease granted *before* the mortgage,—nor by an infant or assignees,—nor by executors or administrators after the expiration of six months next after the death of the testator or intestate, nor

dwelling-house and buildings, and upon the [lands and] premises which (*the tenant*) now rents [or holds] of me, situate [and being No.— street] at W. in the county of D., for the sum of — pounds, being arrears of rent due to me for the said premises at — last (z), and to

within that time, except for arrears of rent due in the lifetime of the deceased;—nor can a distress in general be made for an undefined rent,—nor after tender,—nor after sunset or before sunrise,—nor on the day the rent becomes due. (2.) *Things not distrainable*.—The chief things *not* distrainable at all for rent, are—fixtures—goods in legal custody,—money (unless in a bag),—trees, shrubs, and plants in nursery gardens,—goods casually on the premises in the way of trade, as goods sent to a tradesman to be worked up,—goods at a carrier's to be conveyed,—goods or cattle of a temporary guest at a common inn; or goods entrusted to a factor, auctioneer, or agent for sale—or (by Lodger's Goods Protection Act, 1871) things belonging to lodgers, and under the Agricultural Holdings Act, 1883, s. 45, machinery and live stock, the *bonâ fide* property of any person other than the tenant for the purposes of his business. Things not distrainable, *whilst there is sufficient other distress*, are,—tools and utensils in trade *in actual use*, sheep and beasts of the plough, machinery, &c., delivered with articles to an artisan for manufacture, and, under the Agricultural Holdings Act, 1883, s. 45, live stock belonging to another person taken in by the tenant to be fed at a price. (3.) *Where made*.—A distress must be made on the premises; but in case of fraudulent and clandestine removal, the goods may be followed for thirty days, and seized *wherever found*. (4.) *For what made*.—A distress must be for the *entire* rent. A *second* distress cannot be made, if sufficient might have been taken under the first, except the value be reasonably mistaken, or part die. (5.) *How secured*.—Goods or cattle seized may be secured on the premises or removed, and kept in a pound open or covered: but must not be tied up, worked, or used except milch cows, which may be milked if the owner neglects to do so. (6.) *When and how to be sold*.—Goods, &c., seized, not replevied within *five* days, must be sold by hand or by auction on the *sixth* day (inclusive of the day of distress), being first appraised by *two* appraisers, sworn by a constable of the parish in which the distress is made. But corn cannot be sold before it is cut. (7.) *The costs*.—The costs of distress are as follows, and any person taking more, when the rent is *under* £20, is liable to forfeit *treble* the amount:—

	Under £20.	Above £20.
	s. d.	£ s. d.
<i>Levying</i> distress . . . . .	3 0	1 1 0
<i>Man</i> in possession, per day . . . . .	2 6	0 5 0
<i>Appraisement</i> —in the pound on the value of the goods, whether by one broker or more . . . . .	0 6	0 1 0
<i>Appraisement</i> stamp, the lawful amount thereof . . . . .	0 0	0 0 0
<i>All expenses</i> of advertisements, if any . . . . .	10 0	0 0 0
<i>Catalogues</i> , sale, and commission, and delivery of goods, on the net produce of the sale thereof, in the pound . . . . .	1 0	0 1 0

Under the Agricultural Holdings Act, 1883, s. 49, and second Schedule, the costs, and charges are—*levying distress*, 3 per cent. on any sum exceeding £20, and not exceeding £50; 2½ per cent. on any sum exceeding £50. To *bailiff for levy*, £1 1s. To *man in possession*, 5s. per day, but if boarded, 3s. 6d. per day. *Advertisements*, sum actually paid. To *auctioneers*, for sale, 5 per cent. on sum realized not exceeding £100, and 4 per cent. on any additional sum realized not exceeding £100, and on any sum exceeding £200, 3 per cent. A portion of £1 to be considered as £1. Reasonable costs and charges where distress is withdrawn or no sale takes place, and for negotiations between landlord and tenant respecting the distress, such costs and charges, in case the parties differ, to be taxed by the Registrar of the County Court of the district in which the distress is made.

(z) *Or*, on the — day of — last.

proceed in such distress according to law : AND for so doing this shall be to you a sufficient warrant and authority (a).

DATED this — day of —, 18—.

To Mr. A. B., my bailiff (b), and his assistants.

(Signature) (c).

## No. CCXXXVI.

### *Notice of Distress.*

TAKE NOTICE, that by virtue of an authority for that purpose from (the landlord) your landlord (d), I have this day seized and distrained the [stock, crops], goods, chattels, and effects specified in the schedule hereunder written, for the sum of — pounds, being arrears of rent due to him at — (e) last, for the [farm or] dwelling-house, outbuildings, lands, and premises, which you rent or hold of him (f), situate at —, in the county of D., and have secured the said [stock, crops], goods, chattels, and effects on the said premises [or if removed, state the place to which they have been removed]: AND unless you pay the said rent, together with the expenses attending such distress, or replevy the said [stock, crops], goods, chattels, and effects, within five days from the date hereof, the same will be appraised and sold according to the statute in that case provided.

DATED this — day of —, 18—.

To Mr. — (the tenant).

And to all others whom it may concern.

(Bailiff.)

The schedule to which the foregoing notice refers.

[Here particularise the things seized.]

*Tenant's Consent that possession shall be continued beyond the period limited by the Statute.*

I (the tenant), of, &c., do hereby consent that Mr. A. B., my landlord, who on the — day of — last distrained my [stock, crops], goods, chattels, and effects, for rent due to him for or in respect of the [farm and] premises which I now rent and hold of him, situate at W., [in the parish of S.,] in the county of D., shall continue in possession of the said stock, &c. (as above), on the said premises, for the space of — days from the date thereof, he, the said (landlord), having, at my request, agreed to delay the sale thereof in order to enable me to discharge the said rent. AND in consideration of such

(a) As a precautionary clause, here may be added—but you are hereby expressly prohibited from taking any goods or chattels not legally liable to a distress for rent.

(b) As to the appointment of bailiffs by the judge of a county court to levy distresses on holdings to which the Act applies, see Agricultural Holdings Act, 1883, s. 52.

(c) The warrant must be signed by the landlord or by his duly authorized agent. No stamp is required.

(d) Or, landlady.

(e) Or on the — day of — last.

(f) Or, her.

forbearance, I, the said (*tenant*), hereby agree to pay the expenses of keeping the said possession in the meantime [and all other expenses incident to the said distress].

DATED this — day of — 18—.

(Signature.)

WITNESS, C. D.

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## ELECTIONS.

No. CCXXXVII.

### *Rules for Parliamentary Elections—The Poll (g).*

— County Election (*h*).

The — of —, 18—.

#### INSTRUCTIONS TO THE PRESIDING OFFICER (*i*).

- I. You must not fail to meet the returning officer at the [Town Hall] at 7.30 A.M., and to be at your polling station, at — in sufficient time to begin your duties the moment the clock strikes 8 A.M.
- II. Having first made a statutory declaration of secrecy (*j*), you must take with you to your polling station—
  1. A ballot box (or boxes) (*k*),
  2. A ballot book,
  3. A stamping instrument, the official mark of which is to be kept *profoundly secret*,
  4. A copy of the register for yourself, and another for clerk,
  5. Forms of declarations, oaths, &c.,
  6. Pencils for voters, wax, pens, blotting paper, and tape,
  7. Your own seal for sealing the ballot boxes.

(*g*) See Rules for Parliamentary Elections in part i. of the first schedule to the Ballot Act, 1872 (35 & 36 Vict. c. 33). These rules, as far as applicable, and with the modifications contained in rule 64 of part ii. of the same schedule, govern also the mode of conducting a poll at a contested *municipal* election in England or Wales. See s. 58 of Municipal Corporations Act, 1882.

(*h*) *Or*,—the election for the county of H— or, the town and county and borough of S.—or, the municipal election for city—or, the [town and] borough of D.

(*i*) As to the appointment of presiding officer in counties or boroughs by the high sheriff or returning officer or deputy returning officer, see Ballot Act, 1872, s. 8. For instructions to clerks of the peace as to registration for counties and to town clerks as to registration for boroughs, for form of precept of the clerk of the peace and of the town clerk to the overseers, and for form of notice as to ownership claims to be given by the overseers, see 2nd and 3rd Schedules to the Registration Act, 1885.

(*j*) This statutory declaration is as follows:—**I solemnly promise and declare that I will not at this election for — do anything forbidden by s. 4 of the Ballot Act, 1872, which has been read to me.** The section must be read to the declarant by the person taking the declaration (that is, in the case of the returning officer a magistrate, and in other cases a magistrate or the returning officer), and the declaration must be made, before the opening of the poll, by every returning officer, and every presiding officer, clerk, or agent authorized to attend at the polling station, or at the counting of the votes. See rule 34 in schedule 1 and form in schedule 2 of the Act.

(*k*) The same ballot boxes, &c., may be used for Parliamentary and Municipal or School Board Elections. See s. 6 of Parliamentary Elections (Returning Officers) Act, 1875 (38 & 39 Vict. c. 84).

*Polling Station (Rule 21).*

III. When at the polling station, which will be properly arranged for you, *strictly* observe,—

1. That it, as well as the clerks, will be *entirely* under *your* control,
2. That you are to maintain *perfect order* therein,
3. To call constables to your aid for that purpose, if necessary,
4. To observe and enjoin *perfect secrecy*,
5. To see it is maintained by voters,
6. To regulate the number of voters to be admitted at one time,
7. To *rigidly* exclude all *unauthorized* persons,
8. To admit:—
  - (1.) The sworn clerks,
  - (2.) The duly appointed agents of the candidates,
  - (3.) The constables on duty.
 (The latter should be kept *outside* the door as much as possible.)

*Ballot box (Rule 23).*

IV. Just *before* the commencement of the poll, you must show the authorized persons present,—That the ballot box is *entirely empty*, and then:—

1. Lock it up, keeping the key safely in *your own* custody,
2. Seal it up, so as to prevent its being opened without breaking the seal,
3. Keep it locked and sealed,
4. Place and keep it constantly under *your* view.

*Ballot paper (Rule 24).*

V. Before a ballot paper (*l*) is delivered to the voter, it must be:—

1. Marked on *both* sides with the official mark, and—
2. The number, name, and description of the voter as in the register called out,  
(*This can be done by you after ascertaining the information.*)
3. The number on the register must be marked on the counterfoil of the ballot paper,
4. A mark must be placed on the register against the name of the voter as soon as he has voted, thus——

(*l*) For the form of ballot paper in parliamentary elections, see schedule 2 of Ballot Act, 1872 (35 & 36 Vict. c. 33), and in municipal elections for elective auditors or revising assessors, see form K. in part ii. of eighth schedule to Municipal Corporations Act, 1882 (45 & 46 Vict. c. 50), and for the form of voting paper at university elections, see schedule to the University Election Act, 1861 (24 & 25 Vict. c. 53), and as to the declaration to be made and signed by the person tendering a voting paper, see form in s. 1 of the Universities Election Act, 1868 (31 & 32 Vict. c. 65).

*Voter's proceeding (Rule 25).*

VI. The voter, on the ballot paper being delivered to him, is *forthwith*,—

1. To proceed to the compartment allotted for marking it, (*This should be pointed out by you*) (*m*).
2. He is to mark it *therein* (not elsewhere),
3. To *fold* it up so as to *conceal* his mark,
4. To return and show the official mark *on the back* to you, holding it in *his* hand,
5. To put it *so folded* into the ballot box,
6. To perform these acts *without delay*,
7. To quit polling station, by the appointed course, *immediately* afterwards.

*Voter's declaration (Rule 26).*

VII. On application of an *incapacitated* voter or one *unable to read*, you are,—

1. To hand him (without fee) a printed form of declaration (*n*) (unstamped) properly filled up,
2. To have it made at the time of, and *before* polling,
3. To be made *before you*,—and in the presence of the candidate's agents,
4. Cause the vote to be marked *on the ballot paper* as the *voter* directs,
5. To place it in the ballot box,
6. To mark the name and number of the voter on “the list of votes marked by the presiding officer,”
7. To state also *thereon* the reason for its being so marked as, “Voter—blind,” *or*, “physically incapacitated,” *or*, a Jew, *or*, “unable to read,”
8. To receive and keep all declarations made by the voters.

*Tendered Ballot Paper (Rule 27).*

VIII. If a person representing himself as a particular elector named on the register, applies for a ballot paper after another person has voted as such elector (which will be indicated by the polling agents) (*o*), you must put the following, and *no other*, questions to the applicant,—

(*m*) For the form of directions for the guidance of the voter in voting, to be printed in conspicuous characters, and placarded outside every polling station, and in every compartment of every polling station, see the second schedule to the Ballot Act, 1872 (35 & 36 Vict. c. 33).

(*n*) See declaration of inability to read, *ante*, Form No. clxxxiii., p. 135.

(*o*) Each candidate may nominate and appoint one polling agent at each polling station for the purpose of detecting personation. A declaration in writing must be given by the candidate to the returning officer or his deputy of the name and address of the person so appointed before he can be allowed to attend at the polling booth to which he is appointed, see s. 85 of 6 Vict. c. 18. If the polling agent is to be *paid*, he must be appointed by the election agent or by his sub-agent, see s. 27 (1) of

1. "Are you the same person whose name appears as (*mentioning the Voter's name*) on the Register of Voters now in force for the — of —?" (*p*)
2. "Have you already voted, either here or elsewhere, at this election for the — of —?" (*q*)

And, if required, you must administer the following oath:—

"You (*mentioning the Voter's name*) do swear [*or, if a Quaker, affirm*] that you are the same person whose name appears as (*stating the name*) on the register of voters now in force for the — (*r*) of —, and that you have not before voted, either here or elsewhere, at the present election for the — of —" (*r*).

"So help you God."

After the voter has answered these questions, and made this oath (which you can ask and administer), you are:—

1. To deliver him a [green] ballot paper, and then he is to vote like any other voter,
2. To receive it back after marked by the voter,
3. *Not* to place it in the ballot box—but:—
4. To endorse the name and number of the voter thereon,
5. To set it aside in a *separate* packet,
6. To enter it in the list of "Tendered Votes List" *only*.

### *Spoilt Ballot Paper (Rule 28).*

IX. If any ballot paper be *inadvertently* damaged, so as not to be conveniently used, you,—on its being delivered to you, and on your being satisfied of the cause,—

1. May deliver another to the voter,
2. Must *cancel* the damaged one.

46 & 47 Vict. c. 51. As to municipal elections, see s. 13 (1) (b) of 47 & 48 Vict. c. 70.

(*p*) County of —, or city or borough of —, or division of the county, or borough of —, or, as the case may be.

(*q*) In the case of boroughs divided into divisions the second question should be in the terms given in the Redistribution of Seats Act (48 & 49 Vict. c. 23), s. 13, sub-s. (4), viz.: "Have you already voted here or elsewhere at this election for the borough of —, either in this or any other division." At an election of councillors the two questions which may be put (s. 59 of Municipal Corporations Act, 1882), by the presiding officer, if required by two burgesses, or by a candidate or his agent, are:—

1. Are you the person enrolled in the burress [or ward] roll now in force for this borough [or ward] as follows [read the whole entry from the roll].
2. Have you already voted at the present election [add, in case of an election for several wards—in this or any other ward].

And by the third schedule, part iv., No. 8, the returning officer or his deputy shall, if so required by two burgesses, put to any person offering to vote at the time of his delivering in his voting paper, but not afterwards, the following question: "Are you the person whose name is signed as — to the voting paper now delivered in by you."

(*r*) County of —, or city or borough of —, or division of the county, or borough of —, or, as the case may be.

*Close of Poll.—Return (Rule 29).*

X. As soon as *practicable* after closing the poll, which must be done the *moment* the clock strikes 8 (P.M.) (*s*), you must, in the presence of the candidates' agents:—

1. Make up in *separate* packets,
2. Seal with *your own* seal (*t*)—and
3. Deliver *personally* to the returning officer at the Town Hall,

The ballot box (or boxes) used at your station unopened, but with the *key attached*,  
 The unused and spoilt ballot papers—placed together,  
 The counterfoils of the ballot papers,  
 The “tendered” ballot papers,  
 The marked copies of the register,  
 The “tendered votes list,”  
 The list of votes marked by you under the heads (1) physical incapacity, (2) Jews, (3) unable to read, and the declarations of inability to read,  
 The unused materials.

*Ballot Paper Account (Rule 30).*

XI. These packets must be accompanied by a statement by you called “The Ballot Paper Account,” comprising,—

1. The number of ballot papers entrusted to you, and—
2. Accounting for them under the heads—

Ballot papers in ballot box,	_____
_____ unused,	_____
_____ spoiled,	_____
_____ tendered.	_____

XII. You must, on no account, show any party feeling or partiality; you must be firm in your decisions and requirements.

A. B.,  
Under-sheriff (*z*).

## No. CCXXXVIII.

*Nomination Paper in Parliamentary Elections (a).*

WE the undersigned (*elector*) (*b*), of —, in the — of —, and (*elector*) of —, in the — of —, being electors for the

(*s*) By the Elections (Hours of Poll) Act, 1885 (48 Vict. c. 10), the hours of polling at parliamentary and municipal elections within the Act are extended to 8 p.m., commencing at 8 a.m.

(*t*) And with the seals of such agents of the candidates as desire to affix their seals.

(*z*) *Or*,—**clerk of the peace**, in county towns—*or*, **town clerk** in boroughs.

(*a*) See Ballot Act, 1872 (35 & 36 Vict. c. 33), second schedule.

(*b*) Two registered electors of the county or borough must subscribe the nomination paper as proposer and seconder (Ballot Act, 1872, s. 1).



— of —, do hereby nominate the following person as a proper person to serve as member in parliament:—

Surname.	Other names.	Abode.	Rank, Profession, or Occupation.
Brown	John	52 George St., Bristol	Merchant.
Jones	<i>or</i> William David	High Elms, Wilts.	Esquire.
Mertou	<i>or</i> Hon. George Travis, commonly called Viscount.	Sevanworth, Berks.	Viscount.
Smith	<i>or</i> Henry Sydney	72 High St., Bath	Attorney (c).

(*Elector.*)

(*Elector.*)

WE, the undersigned, being registered electors of the —, do hereby assent to the nomination of the above-mentioned (John Brown) as a proper person to serve as member for the said — in parliament.

(*Signatures*) (d).

### No. CCXXXIX.

#### *Same in Municipal Elections (e).*

BOROUGH of —. Election of councillors (f) for — ward in the said borough (g), to be held on the — day of —, 18—.

We, the undersigned (h), being respectively burgesses, hereby nominate the following person as a candidate at the said election:—

Surname.	Other names.	Abode.	Description.

(c) Would now be styled solicitor. Where a candidate is an Irish peer, or is commonly known by some title, he may be described by his title as if it were his surname.

(d) Eight other registered electors of the same county or borough must sign the paper as assenting to the nomination (Ballot Act, 1872, s. 1), and should add their addresses.

(e) See form i. in the eighth schedule to the Municipal Corporations Act, 1882 (45 & 46 Vict. c. 50).

(f) *Or*,—elective auditors—*or*, revising assessors.

(g) *Or*,—the said borough.

(h) Two burgesses of the borough or ward must subscribe the nomination paper as proposer and seconder (Municipal Corporations Act, 1882, third schedule, part 2, rule 2).

Signature.	Number on Burgess Roll, with the Ward or Polling District, if any, having a distinct numbering.
A. B. C. D.	

WE, the undersigned (*i*), being respectively burgesses, hereby assent to the nomination of the above-named person as a candidate at the said election.

Dated this — day of —, 18—.

Signature.	Number on Burgess Roll, with the Ward or Polling District, if any, having a distinct numbering.
E. F. G. H. I. J. K. L. M. N. O. P. Q. R. S. T.	

No. CCXL.

*Affidavit by Candidate for Election for Relief (k).*

In the High Court of Justice,

Queen's Bench Division.

The Corrupt and Illegal Practices  
Prevention Act, 1883.

Election for —.

I (*deponent*), of —, in the county of —, being a candidate for the representation of — aforesaid (*l*), make oath and say as follows:—

1. (*m*)

2. The matters set forth in the first paragraph hereof arose from misadventure on my own part (*n*), and did not arise from any want of good faith on my part (*o*), but under the following circumstances, that is to say:— (*p*)

(*i*) Eight other burgesses must subscribe as assenting to the nomination. See Municipal Corporations Act, 1882, third schedule, part ii., No. 2.

(*k*) See ss. 22 and 23 of Corrupt and Illegal Practices Prevention Act, 1883 (46 & 47 Vict. c. 51).

(*l*) *Or*,—being the election agent of —, a candidate for the representation of, &c.

(*m*) Here state offence for which excuse desired.

(*n*) *Or*,—on the part of my election agent—or, from accidental miscalculation—or, as the case may be.

(*o*) *Or*,—on the part of my election agent.

(*p*) Set out how the mistake arose.

3. Pursuant to the direction of Mr. Justice —, given by order dated —, notice of my application to the High Court for an order allowing the matters set forth in the first paragraph hereof to be an exception from the provisions of the Corrupt and Illegal Practices Prevention Act, 1883, has been duly given to the persons and in the manner appointed by the said order.

4. To the best of my knowledge, information, and belief, I have in this affidavit set forth every particular relating to the matters herein referred to upon which this High Court can require information in adjudicating upon my application, and the source of my knowledge of the matters aforesaid is —. (*q*)

Sworn, &c. (*as at p. 10*).

(*Signature.*)

No. CCXLI.

*Affidavit by Petitioner of withdrawal of Election Petition (r).*

In the High Court of Justice,

Queen's Bench Division.

The Parliamentary Elections  
Act, 1868,  
and The Corrupt and Illegal  
Practices Prevention Act,  
1883.

Election Petition for —.

Between —, petitioner,  
and  
—, respondent.

Affidavit of —.

I (*deponent*), of —, in the county of —, the above-named petitioner (*s*), make oath and say as follows:—

1. (*t*) To the best of my knowledge and belief, no agreement or terms of any kind whatsoever has or have been made and no undertaking has been entered into, in relation to the withdrawal of this petition. (*u*)

(*q*) State the sources.

(*r*) See s. 41 of Corrupt and Illegal Practices (Parliamentary) Act, 1883; and for the forms of notice to withdraw a municipal election petition, see Nos. 58, 59, and 60 of General Rules (Municipal Corporations Act, 1882), 17 April, 1883.

(*s*) *Or*,—respondent—*or*, solicitor of—*or*, election agent of.

(*t*) If any agreement has been made, prefix the words—subject to the matters hereinafter appearing.

(*u*) If any lawful agreement has been entered into, here set out the terms of such agreement.

2. (x) The grounds on which the said petition is sought to be withdrawn is as follows:— (y)  
Sworn, &c. (as at p. 10).

(Signature.)

## No. CCXLII.

### *Recognizances by Surety as Security for Costs of Election Petition (z).*

BE it remembered that on the — day of —, in the year of our Lord 18—, before me, — (a), came (surety) of — (b), and acknowledged himself (c) to owe to our Sovereign Lady the Queen the sum of — pounds (d), to be levied on his (e) goods and chattels, lands and tenements, to the use of our said Sovereign Lady the Queen, her heirs and successors.

The condition of this recognizance is that if — (f) shall well and truly pay all costs, charges, and expenses, in respect of the election petition signed by him (g) relating to the — (h) which shall become payable by the said petitioner (i) under the Parliamentary Elections Act, 1868 (k), to any person or persons, then this recognizance to be void, otherwise to stand in full force.

(Signature of surety) (l).

Taken and acknowledged by the above-named  
(surety) (m) on the — day of —, 18—, at —.

Before me,

(Signature,)

A justice of the peace (n).

(x) This second paragraph is to be inserted in the affidavit of the applicant and his solicitor.

(y) Here set it out.

(z) See General Rules (Parliamentary) M. T., 1868, No. 19, and General Rules (17 April, 1883) for the effectual execution of part iv. of the Municipal Corporations Act, 1882, No. 25.

(a) Name and description of person before whom taken.

(b) Name and usual place of abode of the surety, with such sufficient description as shall enable him to be found or ascertained.

(c) Or (if more than one)—severally acknowledged themselves.

(d) *E.g.*, the sum of five hundred pounds (see General Rules, Municipal Corporations Act, No. 26)—or, one thousand pounds—or, the following sums, that is to say, the said (first surety) the sum of £—, the said (second surety) the sum of £—, the said (third surety) the sum of £—, and the said (fourth surety) the sum of £—.

(e) Or,—their respective.

(f) Insert names of all the petitioners, and if more than one, add—or any of them.

(g) Or,—them.

(h) Insert name of the borough or county.

(i) Or,—petitioners, or any of them.

(k) Or,—under the Municipal Corporations Act, 1882.

(l) Or, signatures of all the sureties, if more than one.

(m) There may be one recognizance acknowledged by all the sureties, or separate recognizances by one or more, as may be convenient: Gen. Rules, M. T., 1868, No. 18, and Gen. Rules, Municipal Corporations Act, No. 24.

(n) The recognizance may be acknowledged before a Judge at Chambers or the

## ENDORSEMENTS.

No. CCXLIII.

*Of Registry of Proceedings in Bankruptcy (o).*

PROCEEDINGS.

In the High Court of Justice, sitting in Bankruptcy (p),  
against

(The debtor), of, &amp;c., Grocer.

PETITION dated — of — 18—.

PETITIONING CREDITOR (*if one*) — Mr. A. B.

1st Meeting, — of — 18—.

Adjourned do., — of — 18—.

2nd (Scheme of arrangement), — of — 18—.

Public examination of — 18—.

[MANAGER AND] RECEIVER — Mr. C. D.

TRUSTEE, Mr. E. F.

ACCOUNTANTS, Messrs. D. &amp; B.

RESOLUTION, scheme of arrangement filed, — of —  
18—.

— for composition, — of — 18—.

TRUSTEE released, — of — 18—.

DEBTOR discharged, — of — 18—.

SOLICITORS for Petitioner, Messrs. G. H. and I. K. of W.

COUNSEL for him, Mr. L. M.

SOLICITOR for Trustee, Mr. L. M., of D.

COUNSEL for him, Mr. B. P.

BANKERS, Messrs. J. &amp; D.

No. CCXLIV.

*On a Probate.*

PROBATE

of the WILL [and CODICIL] of

— (*the deceased.*) —

DATED the — day of — 18—.

EXTRACTED by Mr. (*the solicitor*),  
Solicitor, W—.

Master in town, or a justice of the peace in the country. The form of *affidavit by surety of sufficiency* would run:—In the High Court of Justice, Queen's Bench Division. The Parliamentary Elections Act, 1868 (*or*, Municipal Corporations Act, 1882). I — of (*as in recognizance*) make oath and say that I am seised or possessed of real (*or*, personal) estate above what will satisfy my debts of the clear value of £—. Sworn, &c.

See Gen. Rules (Parliamentary), M. T., 1868, No. 28, and Gen. Rules, Municipal Corporations Act, 1882, No. 33.

(o) By this simple plan of endorsing the portfolio or wrapper containing the proceedings, the time and trouble of opening the papers to search for any required information may be avoided.

(p) *Or*,—in the County Court of D., holden at G—.

## No. CCXLV.

*On Letters of Administration (q).*

[LIMITED.]

ADMINISTRATION (r)

of the effects of

Mr. (*the deceased*),

— deceased. —

DATED the — day of — 18—.

EXTRACTED by Messrs. (*the solicitors*),

Solicitors,—Cheapside, London.

## No. CCXLVI.

*Of Service of a Writ of Summons.*

This writ was served by me, at —, on the Defendant [*or*, one of the Defendants], — on Monday, the — day of — 18—.

Indorsed the — day of — 18—.

(Signature.)

(Address.)

## No. CCXLVII.

*Of a Rule, or Summons.*

DELIVERED a true copy of the within rule [*or*—summons (s)] to [and left it with] the within named Defendant (*the person served*) personally at D., [in the county of] W., this — day of — 18—.

(Signature.)

Clerk to Messrs. A. B. & Son,  
Solicitors,

— Street,  
York.

## No. CCXLVIII.

*Of Notices.*

DELIVERED a duplicate (t) of the within notice (u) to the within named Mr. (*the person served*) personally at (*as above*), this — day of — 18—.

(Signature.)

(Address as in preceding form.)

(q) If a limited administration, insert the word—"Limited" above the word administration.

(r) If an administration with the will annexed, after the word "administration," insert—**with the will [and codicils] annexed.**

(s) For the form of affidavit of service of summons, see Rules of Supreme Court, 1883, Appendix B, No. 23.

(t) *Or*,—a true copy.

(u) *Or*, other document, naming it.

## No. CCXLIX.

A DUPLICATE (*v*) of the within notice (*x*) has this day been delivered personally (*y*) to, and left with the within named Mr. (*the person to whom it is addressed*), of &c., Draper, by me.

(*Signature.*)

Clerk to, &c. (*as above.*)

---

## No. CCL.

A TRUE COPY of the within notice was, on the — day of —, 18—, delivered by me personally to, and left with the within named Mr. (*the party served*), of, &c., Draper (*z*); who stated, &c. (*a*).

(*Signature.*)

Clerk, &c. (*as above.*)

---

## No. CCLI.

*Of a Transfer of an Innkeeper's Licence.*

I hereby assign all my interest in the within licence to Mr. (*the assignee*) of &c., Brewer, this — day of — 18—.

(*Signature.*)

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## No. CCLII.

*Of Covenants on Deeds.*

Memorandum.—This deed has, by indenture bearing date the — day of — 18—, been, by the [within named] A. B., covenanted to be produced to C. D., of &c., Grocer, the purchaser of part of the property within described as (*state the name, if any*), with the appurtenances [and to his heirs and assigns (*b*)].

(*v*) Or,—a true copy.

(*x*) Or, other document.

(*y*) Or, if left at the dwelling-house, say—delivered to, and left with E. D., the wife—or, son—or, daughter—or, servant—of (*the person to whom it is addressed*), at his dwelling-house, at W—, in the county of D.

(*z*) If left with a person who is not known, say—with a person who stated herself to be the wife or servant, &c. Or,—to C. D., a clerk—or, a person who stated himself to be a clerk of the within named (*the person to whom it is addressed*), at his office—(or, other place of business), at W—, or, in — Street, York.

(*a*) Sometimes it is important to record the observations made on effecting service of documents, for the purpose not only of refreshing the memory, but of giving it in evidence; and it is often desirable to record it on the document itself, because it then bears its own testimony that it was noted at the time, which is often equally important to prevent doubt and suspicion.

(*b*) Or,—by an indenture, dated &c., the within named A. B. has covenanted to produce and give copies of this deed to C. D., of &c., Draper, the purchaser of the close within called — close, with its appurtenances [and to his heirs and assigns]—or, under a statutory acknowledgment by the within named A. B., this deed is to be produced and copies given to C. D., of &c., Grocer, the purchaser of, &c. (*as above*).

## EXHIBITS (c).

*Memoranda of Identity.*

No. CCLIII.

*On a Document.*

THIS is the paper (*or* parchment) writing marked X. Y. 1 (*d*), referred to in the affidavit (*e*) of (*the deponent*), sworn (*f*) this — day of — 18—.

Before me,

(*The commissioner*),A commissioner, &c. (*as in p. 2*).

No. CCLIV.

*On a Deed.*

THIS is the indenture (*g*) marked “—,” referred to in the annexed affidavit (*e*) of (*the deponent*), sworn this — day of — 18—.

Before me,

(*The commissioner*),A commissioner, &c. (*h*).

No. CCLV.

*On a Will.*

THIS is the will [and codicil] marked —, referred to in the affidavit (*i*) of (*the deponent*), sworn (*f*) this — day of — 18—.

Before me,

(*The commissioner*),

A commissioner, &amp;c.

(*c*) Every certificate on an exhibit referred to in an affidavit signed by the commissioner or officer before whom the affidavit is sworn, should be marked with the short title of the cause or matter (Rules of Supreme Court, 1883, Ord. 38, r. 24), and the reference to the record should be added. Properly speaking a document is *exhibited* when it is intended to file the affidavit without the document, in which case it should be referred to in the affidavit as “now produced and shown to me, and marked —,” and the person before whom the affidavit is sworn should ascertain that the deponent has seen the document and is aware of its contents; but if the document is referred to in the affidavit as “hereunto annexed,” it must be annexed to the affidavit at the time it is sworn, and the affidavit cannot be filed without it. It is, therefore, generally more convenient to refer to a document as an exhibit, and by Rules of Supreme Court, 1883, Ord. 38, r. 23, accounts, extracts from parish registers, particulars of creditor’s debts, &c., should not be referred to as annexed, but as exhibits.

(*d*) Where there are a number of documents and affidavits it avoids confusion to mark the documents belonging to each affidavit with consecutive numbers, and the initials of the deponent.

(*e*) *Or*,—affirmation—*or*, declaration.

(*f*) *Or*,—affirmed—*or*, declared.

(*g*) *Or*,—bill of sale—*or*, power of attorney.

(*h*) The remainder of the Commissioner’s description is seldom used in exhibits, but it seems proper to add it, because it makes the form more complete.

(*i*) *Or*,—affirmation—*or*, declaration—*or*, affidavit hereunto annexed.



## No. CCLVI.

*On a Rule.*

THIS is the rule marked —, referred to in the annexed affidavit of (*the deponent*), sworn this — day of — 18—.

Before me, &c. (*as above*).

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## No. CCLVII.

*On a Plan.*

THIS is the plan marked —, referred to in the annexed affidavit of (*the deponent*), sworn this — day of — 18—.

Before me, &c. (*as above*).

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## No. CCLVIII.

*On Depositions.*

*Memorandum.*—The examination contained in this and the annexed — preceding sheets of paper having been taken in shorthand and transcribed, the deponent A. B. has this day appeared before me, and, having read and signed the said examination, has been duly sworn to the truth thereof, at C., in the county of D., this — day of — 18—, by me,

H. M.

of C., in the county of D.,

A commissioner, &c.

---

## No. CCLIX.

*Another Form.*

This and the annexed — preceding sheets of paper were signed, at C., in the county of D., in my presence, by A. B., who, after reading the statements therein contained, declared the same to be true.

H. M., of, &c. (*as above*).

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GUARANTEE (*j*).

## No. CCLX.

*For Goods supplied to third Person.*

To Messrs. A. B. and Company, Grocers, S—, Kent.

In consideration of your supplying Mr. A. B. with such goods and articles [in your trade] as he may require [within — months from

(*j*) Stamp 6d. when under hand only, and no stamp required if the *sale of goods* is the primary object of the document.

this date (*k*)], I hereby guarantee the payment to you of any sum not exceeding, at any time, the sum of — pounds, which may be due from him to your firm on a floating balance of account for the same [at any time within the said period of — months next ensuing, but not longer or otherwise].

DATED this — day of — 18—.

(Signature.)

No. CCLXI.

*For the fidelity of a Clerk.*

To Messrs. A. B. and Son, of &c., Merchants.

IN consideration of your having consented to receive my son (*the clerk*) into your service as a commercial traveller (*l*), I, the undersigned (*the father*), of &c, Grocer, HEREBY GUARANTEE that he shall serve your firm, for the time being, diligently and faithfully, in all respects, according to your requirements, during such service; which is to be determinable, at any time, by either party giving to the other of them — months' notice in writing; And particularly that he shall duly account for, deliver, and pay over to your firm, or as they may direct, all moneys and property which shall be paid, entrusted, or committed to his care in the capacity aforesaid, or otherwise. But this guarantee is to cease with the said service; without prejudice, however, to the rights which may have then accrued to your firm under it.

DATED this — day of — 18—.

(Signature.)

No. CCLXII.

*For Advances by a Bank.*

To the — Banking Company, Limited.

IN consideration of your permitting Mr. (*the customer*), of &c., Grocer, at our request to open and keep his banking account with you, and of your giving him such credit and making him such advances by way of discount or otherwise, as he may, from time to time, require, either with or without security, and as you think

(*k*) It is proper to stipulate the time as well as the sum, when practicable, so as to prevent the question of its being a *continuing* guarantee, or of the sum being for goods purchased to its amount at any one time. But if desired, for the sake of further precaution, after the words "next ensuing," may be added—but this guarantee is to extend only to that amount, at any time, and for this period exclusively.

(*l*) Or,—as a cashier (*or other*) clerk (*or, other capacity*). The following portion of this form will serve as a form for the condition of a bond for the same purpose. See a form of bond, *ante*, p. 81.

proper, we hereby jointly and severally guarantee to you the payment of all moneys (which term shall include all interest, commission and your usual banking charges) (*m*), now are or which shall at any time hereafter during the continuance of this guarantee be due from him to you either on the general balance of his said account, or for advances or otherwise or in respect of the payment of all bills or notes which may, from time to time, be held by you, and upon which he shall or may be solely or jointly liable to you, and of all costs, charges, and expenses which you may incur in enforcing or obtaining payment of such advances, balances, bills, or notes.

AND we expressly declare that this guarantee shall be a continuing guarantee to you for any amount not exceeding — pounds; and that it shall not be deemed to be wholly or partially satisfied by the payment or liquidation of any sum or sums of money which may, for the time being, be due to you from the said (*customer*) as aforesaid; but shall extend to cover and be a security for all and every such sum and sums of money as shall or may, at any time, or times hereafter, during the continuance of this guarantee, be due to you from the said (*customer*) notwithstanding any such payment or liquidation.

AND we hereby consent and authorise you, at any time or times at your discretion, to refuse further credit to the said (*customer*) and to grant or allow any time, dispensation or indulgence to him or us or [any or] either of us, or to any person or persons liable to him or to you on his account [either as the drawers, acceptors, or endorsers of any cheque or cheques, bill or bills of exchange, or promissory note or notes] received by you from or drawn by him, on your firm or on which he may be liable to you, and to compound with him, or any or either of us, or of such persons respectively, and to receive all dividends, and sums whatsoever payable under such composition and apply them to the general account of the said (*customer*).

AND we hereby undertake and declare that the giving such time, dispensation and indulgence or compounding shall not be deemed to satisfy, discharge, or in any way, prejudice or affect our liability to your said company; nor any proceedings which may be taken against us or either of us in respect thereof, or otherwise under this guarantee; which shall apply to and secure any ultimate as well as any floating balance that shall remain due to your said company; but shall be determinable at any time on payment of the balance then due to you from the said (*customer*).

DATED the — day of — 18—.

(*Signature.*)

(*m*) Here may be added—either for or in respect of advances or discount, or for keeping his said account—or, the usual banker's charges.

## HEADINGS.

## No. CCLXIII.

*Of Handbills and Particulars of Sale.*

*Handbills and particulars of sale are usually shortly headed with a few conspicuous and attractive words, so as to show, at a glance, the nature and tenure of the property offered, as—*

Important to capitalists.

*Or*, the manor or reputed manor of B.

*Or*, superior freehold estate at B.

*Or*, freehold farm and lands at B.

*Or*, freehold lands in the fertile district of B.

*Or*, rich and productive freehold [grazing] lands at B.

*Or*, important and desirable freehold property at B.

*Or*, neat and compact freehold dwelling-house and offices at B.

*Or*, [freehold] building land at B.

*Or*, most eligible freehold—*or*, leasehold—property at B., with a policy of life assurance.

*Or*, freehold brewery—*or*, malthouse—*or*, mill—*or*, hotel—*or*, inn—*or*, public-house.

*Or*, peremptory—*or*, unreserved—(*n*) sale.

*Or*, unreserved sale of important and freehold property at B.

*Or*, important and valuable [and highly improvable] freehold [*or*, copyhold—*or*, leasehold] estate at S.

*Or*, freehold and stock farm, containing — acres of most productive land.

*Or*, freehold dairy and grazing—*or*, stock—farm, called “—,” containing about — acres of rich and productive meadow and pasture land.

*Or*, freehold farm, consisting of — acres of very superior water meadow and pasture lands.

*Or*, valuable freehold dairy and stock farm [with substantial homesteads] in the rich districts between A. and B., in the county of W., surrounded by magnificent scenery, partly bounded by B. and C. rivers—*or*, canals—and presenting a most eligible opportunity for investment.

*Or*, freehold house property, with shops, most advantageously situated in the best part of C. and presenting most eligible investments.

*Or*, freehold houses and shops, being Nos. —, —, and —, at D., centrally situated—*or*, situated in the best part of the principal street—in the thriving—*or*, flourishing market—town of D., let at a gross rental of £—— per annum.

(*n*) When it is intended that the sale shall be *peremptory* or *unreserved*, it should appear on the face of the handbills or particulars.

TO BE SOLD (*o*) by auction (*p*)—*or*, by tender. By Mr. A. B.—*or*, Messrs. C. and D. At the Auction Mart, Cornhill, London.

*Or*, at Garraway's Coffee House, Cornhill, London.

*Or*, at the ——— Hotel, at B. [in the county of Berks].

*Or*, at the ——— Inn, at B., Kent.

*Or*, on the premises.

ON ———, the ——— day of ———, 18——, at ——— o'clock in the ———noon, by direction of the trustees under the marriage settlement of A. B., Esq.—*or*, the executors of the will of Mr. A. B.—*or*, of Sir A. B., in consequence of the death of Lady B.

*Or*, by order of the trustee of the estate of C. D., a bankrupt.

*Or*, by order of the mortgagees, under a power of sale [contained in a mortgage, dated the ——— day of ———, 18——].

*Or*, by order of the executors of the will of A. B., and with the concurrence of the mortgagees.

*Or*, by order of the executors of the will of Mr. A. B. and the trustees, under a petition in bankruptcy, against C. D.

*Or*, by the direction of the Great Western Railway (*or*, *other*) Company.

*Or*, by the direction of the proprietor, and with the concurrence—*or*, consent—of the mortgagee.

*Or*, with the sanction of the mortgagees, and under the direction of the chief clerk of Mr. Justice ——— [*or*, of the official liquidator], acting in the winding up of the said company.

*Or*, by order of the High Court, under a petition in bankruptcy, against A. B., grocer, on the petition of the mortgagees.

*Or*, pursuant to an order of Court, made in the above-named action, bearing date the ——— day of ———, 18——, with the approbation of Mr. Justice ———, the judge to whom the action is assigned.

*Or*, peremptorily and without reserve, under a conveyance in trust for sale, executed by the late A. B., and others.

IN LOTS—*or*, in one or more lot or lots.

*Or*, in one lot, and if a sufficient sum should not be offered, then in ——— lots, agreeably to the plan and particulars which will then be produced.

*Or*, in one lot, and if not sold, then to be offered again immediately afterwards [at the same auction]—*or*, on the same day—in several lots, stated in the following particulars of sale.

*Or*, either together or in lots, as may be arranged at the time of sale.

*Or*, in one lot—*or*, in separate parcels for building.

*Or*, in such lots as may be agreed on at the time of sale.

*Or*, either together or separately, as may be agreed at the time of sale.

(*o*) *Or*,—Mr. A. B. has been instructed—*or*, favoured with instructions—to sell—

(*p*) If the property be sold under the direction of the Chancery Division of the High Court, the short title of the cause should be placed at the head of the particulars:—In the High Court of Justice, Chancery Division. A. B. v. C. D. 1886. B. No. ———.

*Or*, either in the following lots—*or* such other lots, and in such order, as may be determined on by the vendors at the time of sale.

*Or*, this valuable estate—*or*, property—presents an eligible opportunity for investment, and will be submitted in one or the following lots, as may be determined at the time of sale.

UNLESS previously disposed of by private contract [of which due notice will be given].

*Or*, unless an acceptable offer be—*or*, acceptable offers are—made by private treaty.

*Or*, with permission to receive offers in the meantime for purchase of the property, by private treaty, either altogether or separately.

SUBJECT to conditions which will be then read; and also subject to—an ANNUITY for the life of G. C., aged — on the — day of — last.

*Or*,—to the payment of a LEGACY of — pounds bequeathed by the will of A. B., late of, &c., grocer, deceased, to C. D., and payable to him on the — day of —, 18—, when he will attain the age of 21 years, with interest at £5 per cent. per annum in the meantime.

*Or*,—to the payment of a [perpetual] GROUND-RENT—*or*, chief-rent—*or*, quit-rent—*or*, lord's-rent—of — pounds during the [residue of a term of — years now determinable with the] lives of G. H. and W. K., respectively aged — and — on their last birthdays (*or*, as the fact may be).

*Or*,—to the payment of a perpetual RENT-CHARGE of — pounds per annum—*or*, payable during the life of A. B., aged — years on his last birthday.

*Or*,—to the payment of the sum of — pounds, with interest at the rate of £— per cent. per annum, secured by a MORTGAGE on the property—*or*, part of the property (*defining it, as*)—on that part of the property which is now in the occupation of J. S.

*Or*,—to an ESTATE FOR LIFE vested in G. R., aged — on the — day of — last.

*Or*,—to an Estate determinable with the lives of W. D. and C. R., respectively aged — and — on their last birthdays.

#### No. CCLXIV.

#### *For a Steward or Receiver's Account.*

Names of Tenant.	Nature of the Property.	No. on Survey.	Arrears of rent due at Michas. 18—.	One year's rent due at Mich. 18—.	Total due at Michas. 18—.	Cash received.	Total arrears at Mich. 18—.	Remarks.
			£ s. d.	£ s. d.	£ s. d.	£ s. d.	£ s. d.	
Johns, K.	Meadow.	43	£ 1 6 2	£ 12 0 0	£ 13 6 2	£ 10 0 0	£ 3 6 2	{ To be paid at Christmas.

## No. CCLXV.

*As to Lifeholds and Copyholds.*

Names of Lessees or Tenants.	Property.	No. on Survey.	Annual Rent.			Heriots.			Lives.	Remarks.
			£	s.	d.	£	s.	d.		
Sims, John	Cottage and Garden }	59	4	4	0	..	..	..	James Green } Richd. Diver }	Lessee be required to do repairs.
Green, Jos.	Meadow . .	31	8	8	0	0	3	0	Simon Best .	The tenant to be called upon to renew.

## No. CCLXVI.

*For a Survey.*

Name of Tenant.	Property.	No. on Survey.	Nature of Property.	State.	Quantity.			Remarks.
					A.	R.	P.	
Best, George	East Farm	26	Farmhouse	Good . .	..	..	..	To be new slated. To be new roofed and generally repaired. Tiles to be relaid, and floor joists removed and replaced. To be drained.
			Brewhouse	Indifferent	..	..	..	
			Barn . .	Bad . .	..	..	..	
			Stable .	Ditto . .	..	..	..	
			Carthouse	Good . .	...	...	...	
			The Leaze	Bad . .	5	0	2	

## No. CCLXVII.

*For a Deed and Document Reference Book.*

No of prel.	Contents of parcel.	Property to which they lead.	Of whom received.	When received.	When returned.	By whom returned.	Remarks.
26	Title deeds	The Manor Farm belonging to Lord A.	Mr. A. B. the steward.	19 May 18—.	20 June 18—.	C. D. (Clerk)	One Mortgage Deed dated 27th January, 18—, was not returned, as it related to other property sold to E. F., who has covenanted to produce it. A copy accompanies these Title Deeds.

No. CCLXVIII.  
*For an Arbitration.*

Sum in dispute.			How proved.	Sum allowed.			Sum dis-allowed.			Remarks.
£	s.	d.		£	s.	d.	£	s.	d.	
192	6	4	By dishonoured acceptance for £100,—by Receipts for money lent, and by vouchers for money paid. Mr. G. Jones proves the Handwriting to the Bill; Mr. William Smith the payments.	190	1	2	2	5	2	This sum was disallowed as interest charged upon payments without any agreement for interest.

No. CCLXIX.

*To Petitions (q).*

To the Queen's Most Excellent Majesty in Council.

The humble petition of A. B., of &c.,

Sheweth,

That, &c. (*stating shortly the grounds of the Petition*).

Your petitioner therefore humbly prays that your Majesty will be graciously pleased to grant, &c.  
(*stating the object sought*).

And your petitioner, as in duty bound, will ever pray, &c.

*To the House of Lords.*

To the Right Honourable the Lords Spiritual and Temporal in Parliament assembled.

The humble petition of A. B., of &c.,

Sheweth,

That, &c. (*stating facts shortly*).

Your petitioner therefore humbly prays your Honourable House, &c. (*stating the object sought*),

And your petitioner, as in duty bound (*r*) will ever pray, &c.

To the Honourable the Commons of the United Kingdom of Great Britain and Ireland, in Parliament assembled.

To the Lords Commissioners of Her Majesty's Treasury.

To the Lords Commissioners for executing the Office of Lord High Admiral.

To the (*s*) Judicial Committee of Her Majesty's Most Honourable Privy Council.

(*q*) The mode of addressing all Public Bodies and Individuals in high Official capacities, is by *Petition* or *Memorial*, see *post*, Nos. ccccviii. and cccclxv.

(*r*) The words "as in duty bound" are not used in any of the *subsequent* memorials.

(*s*) Or, To the Lords of the, &c.



To the Commissioners of Her Majesty's Customs.

To the Commissioners of Inland Revenue.

To the Right Honourable the Lord High Chancellor of Great Britain.

To His Grace, the Lord Archbishop of Canterbury—[or, Archbishop of York].

To the Right Reverend, the Lord Bishop of W.

To his Grace, the Duke of Cambridge, the Field Marshal Commanding in Chief.

To the Right Honourable, the Lords Justices of Appeal.

To the Right Honourable, the Lord Chief Justice of England.

To the Right Honourable, the Master of the Rolls.

To the Honourable, Mr. Justice —.

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No. CCLXX.

*To a Bill of Costs (t) in Chancery Division (u).*

18—, —, No. —.

In the High Court of Justice.

Chancery Division.

Mr. Justice —.

Between — and others, plaintiffs,

and

— and others, defendants.

The bill of costs (x) of the plaintiff (y) to be taxed as between solicitor and client (z) pursuant to order (a) dated the — day of — 18— (b).

(t) As to the scale of charges allowed for conveyancing, see the Solicitors' Remuneration Act, 1881 (44 & 45 Vict. c. 44), and the general order and schedule thereto made in pursuance of that Act. For costs under the Settled Land Act, 1882, see ss. 46 (6) and 47 of that Act and Nos. 14 to 17 of the Rules of the Supreme Court issued December, 1882, under the Act. For general rules as to costs, see Orders and Rules of the Supreme Court, 1883, Order 65, and Appendix N. For special allowances and general regulations, see the 58 sub-rules to rule 27 of the Order 65 above mentioned; see also the order as to Supreme Court fees, January and February, 1884, and the schedule thereto; also Orders of January, 1883 (73 to 77).

(u) A bill of costs should be intituled in the action or matter, and the business should be entered under the sitting in which it was transacted. For the requisites as to the delivery of bills of costs, reference for taxation, and the payment of costs of taxation, see ss. 37 to 43 of the Solicitors Act, 1843 (6 & 7 Vict. c. 73), s. 2 of the

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(x) And (if so) charges and expenses of, &c.

(y) Or,—plaintiffs—or, defendant—or, defendants—or, of — and — attending proceedings—or, applicant—or, receiver.

(z) Or, as the case may be.

(a) Or,—under the judgment dated the — day of — 18—.

(b) A copy of the judgment or order should be written on foolscap paper bookwise and a certificate, by the solicitor procuring the taxation, verifying the copy, written in the margin of the first page. The heading of the bill will of course vary according to the nature of the case, and follow the title of the cause.

[Hilary] Sittings, 18—.

18— January.

(c) Instructions to sue (d)	..	..	£..	..	..	(e)
.. .. ..	..	..	..	..	..	
.. .. ..	..	..	..	..	..	

*Paid the following Witnesses (f).*

Name.	Address and occupation.	Distance travelled.	Number of days necessarily absent.	Amount paid for loss of time.	Amount paid for travelling and hotel expenses.	Total amount paid.
A. B.	—	—	— days viz.: (dates)	£.. ..	£.. ..	£.. ..

Legal Practitioners Act, 1875 (38 & 39 Vict. c. 79), the Rules of the Supreme Court, 1883, Order 55, Part I., Rule 2 (15). For the allowance of interest, and power of the Court to charge property, and for the taxation and payment of deceased lunatics' costs, see ss. 27 to 29 of the Solicitors Act, 1860 (23 & 24 Vict. c. 127), and s. 145 of the Lunacy Regulation Act, 1853 (16 & 17 Vict. c. 70). As to agreements between solicitors and their clients as to costs, and as to security for future costs, see Attorneys and Solicitors Act, 1870 (33 & 34 Vict. c. 28). For taxation the bill of costs must be indorsed with the name and address of the solicitor leaving the same, and of his principal, if he is an agent (Rules of Supreme Court, 1883, Order 65, Rule 27 (58)). It should be written on foolscap paper bookwise, with a broad margin on the left hand side of each page for the amounts taxed off, to be there placed by the taxing officer when taxing the bill. For forms of orders to tax, see Nos. 41 to 43 of Appendix K to Rules of Supreme Court, 1883. If there has been no previous taxation a certificate to that effect must be written in the margin of the original judgment or order, and of the copy, and the sitting master will then insert the name of the taxing master in rotation and sign a certificate in the margin of the judgment or order.

(c) The year and month should be at the top of each page, the day of the month at the commencement of each item or class of items. Dates should not be put on left hand side, as they confuse the taxation, but should be placed within the margin, and scored under.

(d) *Or*,—defend—*or*, for petition—*or*, to appeal—*or*, to appear on appeal—*or*, to apply—*or*, to my charges for negotiating sale (*or*,—purchase) of property at, &c.—*or*, attending you, &c.—*or*, as the case may be.

(e) If on special grounds the fees in either the higher or lower scale are deemed by the judge, master in chambers, or taxing master inadequate, he may in his discretion make a further allowance: Rules of Supreme Court, 1883, Order 65, Rule 27 (8), (9), (10).

(f) There is no settled scale in the High Court, but the Masters are guided by the directions to them issued in Hilary Term, 1853, and practically allow about double the maximum settled in the County Court under the Rules of 1875 (Order 36, Rule 3). According to which the County Court scale is:—

	s.	d.	£	s.	d.
Gentlemen, merchants, bankers and professional men, per diem	15	0	to	1	1
Trautlesmen, auctioneers, accountants, clerks, and yeomen, per diem, from .. ..	7	6	to	0	15
Artizans and journeymen, per diem, from .. ..	4	0	to	0	7
Labourers and the like, per diem, from .. ..	3	0	to	0	4

Travelling expenses, sum reasonably paid, but not more than 6d. per mile one

*Summary of Bill (g).*

	Taxed off.			Amount.		
Page 1.	£..	..	..	£..	..	..
„ 2.	..	..	..	..	..	..
„ 3.	..	..	..	..	..	..
	<hr/>			<hr/>		
	£..	..	..	£..	..	..
	Taxed off			..	..	..
				<hr/>		
	Paid <i>ad valorem</i>			£..	..	..
	duty ( <i>h</i> )			..	..	..
				<hr/>		
				£..	..	..
	<hr/>			<hr/>		

No. CCLXXI.

*To a Bill of Costs in Queen's Bench Division.*

18—, —, No. —.

In the High Court of Justice.

Queen's Bench Division.

Between, &amp;c.

Plaintiff's (*i*) costs on judgment after trial. Cause tried before the Honourable Mr. Justice — and a — (*k*) jury in — (*l*), when a verdict passed for the plaintiff (*m*) for £—, and the judge certified for judgment and costs (*n*).

— Sitting, 18—.

(*Month.*)(*Day.*) Letter for payment before action (*o*) £.. ..

way; *seamen*, necessarily detained on shore, such compensation for loss of time as Court thinks reasonable (Rule 4). *Scientific witnesses* special allowance.

(*g*) This summary should be on a separate sheet.

(*h*) The fees of taxation are not to be added when the costs are ordered to be paid out of a fund in Court. As to the mode of obtaining payment out of fund in Court, see Supreme Court Fund Rules, 1884 (Rule 67).

(*i*) *Or*,—defendant's.(*k*) *Special—or, common.*(*l*) *Middlesex—or*, as the case may be.(*m*) *Or*,—as the case may be.

(*n*) *Or* (in an action, *e.g.*, for slander),—**plaintiff's costs of this action and of and incidental to the reference and award of Mr. —, or**, as the case may be.

(*o*) *Or* (in the case of defendant),—**Instructions to defend—or**, as the case may be.

## No. CCLXXII.

*To a Bill of Costs in Bankruptcy (p).*

No. —, —, 18—.

In the High Court of Justice.

In Bankruptcy.

In the matter of —, of —, in the county  
of —, a bankrupt.

Assets above (q) £300.

The bill of costs of —, petitioning creditor to — (r).  
— Sitting, 18—.

18— January.

Instructions for petition .. .. £.. .. (s).

## No. CCLXXIII.

*To a Bill of Costs in the House of Lords.*

In the House of Lords.

On appeal from Her Majesty's Court of Appeal (England) (t).

Between —, appellant,  
—, and others, respondents.

The appellant's (u) bill of costs.

Session 18—.

18— January.

Attending the appellant, &amp;c .. .. £.. .. (x)

Instructions for petition of appeal .. .. ..

(p) Bills of costs in bankruptcy for taxation must be copied on draft paper lengthwise, on one side only, leaving the left-hand margin clear for the master's disallowances, and dates to each item. For costs in bankruptcy, see Bankruptcy Act, 1883, s. 73, and General Rules made pursuant to s. 127 of that Act (Rules 94 to 96; 98 to 110, and 254), and scale of solicitor's costs (December, 1883), also the table of fees and percentages which came into force 1st of January, 1884. The allowances to witnesses are the same as in the High Court. See the above General Rules, Nos. 56, 57, 63. For the form of request to deliver a bill for taxation and for the form of the allocatur, see Nos. 95 and 96 of the forms in the appendix to the above general rules.

(q) *Or*,—below. By the rules in bankruptcy, it must be stated at the top of the front sheet whether the assets are above or below £300. On a trustee's solicitor's bill the names of the trustee and of the committee of inspection should appear, and on a debtor's solicitor's costs of petition a certificate as to what amount has been received on account. Where costs are to be taxed under an order, an office copy of the order must be lodged with the bill.

(r) *Receiving order*—*or*, as the case may be.

(s) In lower scale cases the bill should have two columns, the first to contain payments, the second charges.

(t) *Or*,—On appeal from the Court of Session in Scotland—*or*, as the case may be.

(u) *Or*,—respondent's.

(x) For scale of charges for parliamentary agents and solicitors, see the list (dated 28 August, 1883) prepared by the Clerk of the Parliaments in pursuance of The House of Lords Costs Taxation Act, 1849 (12 & 13 Vict. c. 78), and revised in conformity with the Appellate Jurisdiction Act, 1876. Charges included in a bill of costs not strictly parliamentary are allowed according to the scale applicable to the Court in which the proceeding took place.

No. CCLXXIV.

*In the County Court (y).*

An Account of Sums Received and Paid in Causes, and Solicitor's Costs.

County Court of B—, at M—.

— of — 18—.

(Plaintiff) v. (Defendant).

Plaint —.

Claim to — for goods sold and delivered (z).

Dates.				Paid.			Received.		
				£	s.	d.	£	s.	d.
	RECEIVED of Plaintiff on account	..	..	..	..	..	..	..	..
	For plaint, summons, and service	..	..	..	..	..			
	Subpoena .. .. .	..	..	..	..	..			
	Jury .. .. .	..	..	..	..	..			
	Hearing fees .. .. .	..	..	..	..	..			
	WITNESSES, viz :—								
	Plaintiff, grocer, — miles	..	..	..	..	..			
	A. B., grocer's assistant, — miles	..	..	..	..	..			
	C. D., draper, — miles ..	..	..	..	..	..			
	Judgment (a) for Plaintiff for £— and costs	..	..	..	..	..			
	Counsel's [or Advocate's] fee [if Counsel—Clerk and Solicitor] .. .. .	..	..	..	..	..			
	Warrant of execution .. .. .	..	..	..	..	..			
	<i>Solicitor's Costs as allowed (b), viz. :—</i>								
	Instructions for, and preparing particulars of demand (c) .. .. .	..	..	..	..	..			
	Attending entering plaint .. .. .	..	..	..	..	..			
	Paid fees thereon .. .. .	..	..	..	..	..			
	Attending examining witnesses and taking par- ticulars of their evidence for the hearing ..	..	..	..	..	..			
	[Attending Counsel instructing him] .. .. .	..	..	..	..	..			
	[Paid him and Clerk] .. .. .	..	..	..	..	..			
	Attending Court [if no Counsel] conducting cause	..	..	..	..	..			
	Mileage from B— .. .. .	..	..	..	..	..			
	Paid hearing fee .. .. .	..	..	..	..	..			
	Carried forward .. .. .	..	..	£					

(y) For the practice in the matter of costs, including allowances to witnesses (*ante*, p. 200, n. (f)), see:—County Courts Consolidated Orders 1875–6, with the scales and schedules thereto; also Rules of 1880 (9 to 12), of 1883 (13 to 17), and the 45 & 46 Vict. c. 57, s. 2 (removing restriction on solicitor's costs on debts under 40s.), ss. 4 and 5 (enabling judge to give costs on higher scale, notwithstanding amount recovered). As to costs of actions sent for trial to County Court, see Rules of Supreme Court, 1883, Ord. 65, r. 4. As to the review of the taxation in bankruptcy matters of a registrar of a county court by a bankruptcy taxing master of the High Court, see No. 104 of the Bankruptcy Rules, 1883.

(z) *Or*,—for rent—*or*, money lent—*or*, paid—*or*, for damages for breach of warranty—*or*, injury to the person—*or*, property, &c.

(a) *Or*, if after trial by jury—*verdict*.

(b) Under 19 & 20 Vict. c. 108.

(c) See Order 7, Rules 1 to 9, of Consolidated Orders, 1875, as amended by Rule 7 of Rules of 1883.

Dates.				Paid.			Received.		
				£	s.	d.	£	s.	d.
	Brought forward	..	..	£	..	..	..	..	..
	Paid witnesses ( <i>as above</i> )	..	..	..	..	..	..	..	..
	Bill of Costs and Copy	..	..	..	..	..	..	..	..
	Attending taxing	..	..	..	..	..	..	..	..
	RECEIVED of Defendant on account	..	..	..	..	..	..	..	..
	out of Court	..	..	..	..	..	..	..	..
	<i>Proceedings on the Judgment.</i>								
	Paid for transcript of judgment ( <i>for use in a</i>	..	..	..	..	..	..	..	..
	<i>foreign Court</i> )	..	..	..	..	..	..	..	..
	for judgment summons	..	..	..	..	..	..	..	..
	hearing fees	..	..	..	..	..	..	..	..
	Paid for warrant of commitment [for — days;	..	..	..	..	..	..	..	..
	to be suspended for — days on payment of	..	..	..	..	..	..	..	..
	£ — in — days]	..	..	..	..	..	..	..	..
	Received of Defendant	..	..	..	..	..	..	..	..
	of Plaintiff [ <i>if not recovered of Defen-</i>	..	..	..	..	..	..	..	..
	<i>dant</i> ]	..	..	..	..	..	..	..	..

## INTERPLEADER.

No. CCLXXV.

*Affidavit in Support of Relief by way of Interpleader (d).**By a stakeholder (e).*

18—, —, No. —.

In the High Court of Justice.

Queen's Bench Division (*f*).Between — (*g*), plaintiff,  
and(*deponent*), defendant.I (*deponent*), of —, in the county of — (*h*), the above-named defendant, make oath and say as follows:—

(*d*) The statutes relating to interpleader are repealed, and the practice is now regulated by the Rules of Supreme Court, 1883, Order 37. The proceedings commence by an interpleader summons in the action, but if no action has been brought the equity rule is now adopted, and it is sufficient that the applicant is harassed by conflicting claims, in which case his application will be by originating summons. For forms of interpleader summons in the Chancery Division, see Daniell's Chancery Forms, 4th ed., 1885, Nos. 1574 to 1576. For forms of interpleader orders, see Rules of Supreme Court, 1883, Appendix K, Nos. 50 to 56.

(*e*) Under the term "stakeholder" is included any ordinary person who has conflicting claims made or threatened against him. The form of affidavit here given is to be found in the Rules of Supreme Court, 1883, Appendix B, No. 26, and may be readily adapted to claims in respect of money or specific property.

(*f*) As to the title where there are several causes or matters in several divisions, see Rules of Supreme Court, 1883, Order 57, Rule 14; and as to the power of transferring interpleader proceedings to the County Court, see Supreme Court of Judicature Act, 1884 (47 & 48 Vict. c. 61), s. 17.

(*g*) The plaintiff in the action pending at the suit of one of the claimants.

(*h*) *E.g., wharfinger*—or, other addition, as the case may be.

1. The writ of summons herein was issued on the — day of —, 18—, and was served on me on the — day of —, 18—.

2. The action is brought to recover — (*i*).

3. The said — (*k*) is in my possession, but I claim no interest therein.

4. The right to the said —, the subject matter of this action, has been and is claimed by one — (*l*), of —, who has commenced an action (*m*) against me for the recovery of the said —.

5. I do not in any manner collude with the said — (*n*) or with the above-named plaintiff, but I am ready to dispose (*o*) of the said — in such manner as the Court or a judge may order or direct.

(*Deponent.*)

Sworn at, &c. (*as at p. 10*).

Filed on behalf of the defendant.

No. CCLXXVI.

*By a Sheriff.*

18—, —, No. —.

In the High Court of Justice.

Queen's Bench Division (*p*).

Between — (*q*), plaintiff,  
and  
— (*r*), defendant.

I (*sheriff's officer*), of —, officer to the Sheriff of —, make oath and say as follows:—

1. Under and by virtue of a writ of *fieri facias*, issued out of this — Division of this Honorable Court in the above action, directed and delivered to the said sheriff, commanding him that he should cause to be made of the goods and chattels of the above-named defendants the sum of £— (*s*), and indorsed to levy — (*t*), besides sheriff's poundage, officer's fees, and other incidental expenses, and also by virtue of a warrant of the said sheriff granted on the said writ and to me directed, I did on the — day of —, 18—, take

(*i*) Describe concisely the subject-matter of the action, *e.g.*, the plaintiff claims a return of a pipe of wine deposited with me by him on or about the — last, or its value and damages for its detention.

(*k*) *E.g.*, pipe of wine.

(*l*) The other claimant.

(*m*) *Or*,—whom I expect to commence an action. If the claim, or threat of proceedings, or other notice, is in writing the document should be here referred to and made an exhibit.

(*n*) The other claimant.

(*o*) *Or*,—but I am ready to bring into Court—or, to pay or dispose, &c.

(*p*) The application is to be made to the Court out of which the process issued.

(*q*) The plaintiff in the action as the result of which process issued.

(*r*) The defendant in the same action.

(*s*) State amount according to the writ.

(*t*) State amount according to indorsement.

possession of certain goods and chattels in the dwelling-house (u) of the above-named defendant, situate at — in the same county, and the said goods and chattels still remain in my possession as officer of the said sheriff.

2. (x) On or about the — day of —, 18—, I was served with a written notice, of which the following is a copy (y).

3. This application is made solely on my behalf as officer to the said sheriff, at my own expense and for my own relief and protection, and for the relief and protection of the said sheriff, and I do not, nor does the said sheriff, in any manner collude (z) with the said — (a) or with the above-named plaintiff.

(Deponent.)

Sworn, &c. (as at p. 10).

Filed on behalf of the —.

No. CCLXXVII.

*By Claimant (b) in answer to Stakeholder.*

18—, —, No. —.

In the, &c. (as at p. 204).

Between, &c.

I (deponent) (c), of &c., Grocer, make oath and say as follows:—

1. I have read the affidavit of the defendant sworn in this action on the — day of —, 18—.

2. The — (d) therein mentioned is my property as I verily believe, and I claim it as such.

3. (e) On — last I purchased the said — (f) from one —, who then carried on business as a — (g) at —.

4. After I so purchased the same I left it with one —, of —, for safe custody, who, as I have been informed and believe, delivered the same to the defendant.

(u) Or,—shop.

(x) State the claim set up by the third party.

(y) Here copy notice (if any) to withdraw served on officer by third party.

(z) It is now necessary for the sheriff to deny collusion: Rules of Supreme Court, 1883, Ord. 57, r. 2 (b).

(a) The third party.

(b) The adverse claimant, as it is not necessary for the first claimant, who is the Plaintiff in the action, to make an affidavit.

(c) It is usual for the claimant to make the affidavit, but any one who can depose to the facts may do so, as for instance where the claimant is residing abroad and his solicitor has documents in his possession leading him to believe the claimant is entitled to the property, or where the agent of a foreign principal has conducted the business out of which the adverse claim arises: see the substance of such an affidavit, p. 460 of *Attenborough v. St. Katherine's Dock Company*, 3 C. P. D. 450. It is only necessary to raise a *prima facie* case.

(d) The subject-matter of the action, e.g., pipe of wine.

(e) Here state briefly the nature of the claimant's claim to the property, as above—or, as the case may be.

(f) E.g., pipe of wine.

(g) E.g., wine merchant.



5. Such delivery took place without my knowledge or consent.

6. I on — for the first time discovered that the said — (h) had been left with the defendant.

(Deponent.)

Sworn, &c. (as at p. 10).

Filed on behalf of the —.

No. CCLXXVIII.

*By Claimant in answer to Sheriff.*

18—, —, No. —.

In the, &c. (as at p. 205).

Between, &c. (i).

I (deponent), of &c., make oath and say as follows:—

1. The goods and chattels seized by the sheriff of — under the writ of *feri facias* in this action, and in the summons herein mentioned, were on the — day of —, 18—, by deed of that date sold, transferred, and assigned to me by the above-named — in consideration of —.

2. I claim the said goods and chattels so sold, transferred, and assigned to me as aforesaid as my property under and by virtue of the said deed, and I verily believe them to be mine.

(Deponent.)

Sworn, &c. (as at p. 10).

Filed on behalf of —.

LEAVE TO DEFEND.

No. CCLXXIX.

*Affidavit for obtaining Leave under Order XIV. to defend an Action (k).*

18—, —, No. —.

In the High Court of Justice,

Queen's Bench Division.

Between, &c.

I (the deponent), of &c., Grocer, the above-named defendant, make oath and say as follows:—

1. (Here show a *prima facie* defence on the merits, or set up a valid counter-claim connected with the claim or a set-off, e.g., in an action on a bill or note state such facts as would show fraud or illegality at the

(h) E.g., pipe of wine.

(i) See notes (q) and (r) at p. 205.

(k) This is an extension of the summary procedure under the Bills of Exchange Act, 1855, and is available whenever a specially indorsed writ can be issued under Rules of Supreme Court, 1883, Ord. 3, r. 6. For a form of plaintiff's affidavit in support of application for judgment, see *Runnacles v. Mesquita*, 1 Q. B. D. 416. And for the form of an affidavit by plaintiff in reply, see *Davis v. Spence*, 1 C. P. D. 219.

*inception of the transaction, as that*) I, desiring to raise a sum of money, drew a bill of exchange (*l*) for — pounds, at — months' date, and gave it to the plaintiff (*m*) for the express purpose of his getting it discounted for me.

2. He fixed a day (*n*) to bring back the said bill or the money, but has never yet brought either back to me.

SWORN, &c. (*as in p. 10*).

Filed on behalf of —.

(*The deponent.*)

No. CCLXXX.

*Another Form.*

18—, —, No. —.

In the High Court of Justice,

Queen's Bench Division.

Between, &c.

I (*the deponent*), of &c., Grocer, the above-named defendant, make oath and say as follows:—

1. I am advised and believe that I have a good defence to this action on the following grounds:—

2. On the — day of —, 18—, I paid A. D., as the agent of the above-named plaintiff, the sum of £— on account of the sum mentioned in the indorsement on the writ of summons, and for the recovery of which this action is brought.

3. AT the same time, I also gave the said A. B., as such agent, another bill of exchange (*o*) for the sum of £—, out of the proceeds of which he then promised to pay the sum of £—, being the residue of the amount of the said bill of exchange (*o*) upon which this action is brought; and thereupon [the said A. B.] as such agent as aforesaid, wrote and delivered to me a memorandum, of which the following is a true copy:—[*here copy it verbatim*].

4. SINCE this action was brought, I have been informed and verily believe that the said A. B. has never paid the said plaintiff [either the said sum of £—, or any part thereof, or the proceeds of the said bill of exchange (*o*) so delivered to him on the — day of — as aforesaid; nor has he returned the said original bill of exchange (*o*) to me, or to any person or persons on my behalf, according to his said promise (*p*).

5. I verily believe the said A. B. was acting for and on behalf of the plaintiff; and, as such agent, had his full authority for what he so did as aforesaid; *And* I also verily believe the said plaintiff was perfectly aware of the circumstances aforesaid before he commenced this action; *And*, if I am allowed to defend the same, I shall be able

(*l*) Or,—promissory note.

(*m*) Or,—to A. B., as the clerk—or, agent of the plaintiffs.

(*n*) Or,—time.

(*o*) Or,—promissory note.

(*p*) Or,—the said arrangement.

to prove that, in law, the payment on account as before stated as well as the delivering of the said further acceptance was a payment made by me to the plaintiff himself.

SWORN, &c. (*as in p. 10*).

## LEGACY AND SUCCESSION DUTY.

(A.) *Legacy Duty (q).*

No. CCLXXXI.

FORM NO. I.—LEGACY RECEIPT (*r*).

REGISTER, —. No. —. 188—. FOLIO — (*s*).

ON ACCOUNT of the personal (*t*) estate of Thomas Jones, late of No. —, Harley Street, Marylebone, in the County of Middle-

(*q*) Rates of Duty, by Stat. 55 Geo. 3, c. 184.—If the deceased died on or after the 1st June, 1881, every pecuniary legacy or residue, or share of residue, although not of the amount or value of £20, is chargeable with duty by the Act 44 Vict. c. 12, s. 42. The description of the legatee must be in the following words of the Act, viz. :—

* To children of the deceased, and their descendants, or to the father or mother or any lineal ancestor of the deceased, or to the husbands or wives of any such persons .. ..	£1 per cent.	} Out of Real or Personal Estate, if the Deceased died after the 5th April, 1805.
To brothers and sisters of the deceased, and their descendants, or to the husbands or wives of any such persons .. ..	£3 do.	
To brothers and sisters of the father or mother of the deceased, and their descendants, or to the husbands or wives of any such persons .. ..	£5 do.	
To brothers and sisters of a grandfather or grandmother of the deceased, and their descendants, or to the husbands or wives of any such persons .. ..	£6 do.	
To any person in any other degree of collateral consanguinity, or to strangers in blood to the deceased .. ..	£10 do.	

(*r*) This form, with receipt attached for the Inland Revenue, should be delivered either personally, or by an agent, at the Legacy Duty Office, Somerset House, London. If the accountable persons reside in the country, it may be sent by post addressed to "The Controller of Legacy and Succession Duties, Somerset House, London," when instructions will be given as to the payment of the duty. The name and address of the person who forwards the account should be stated at the top of this form, which is for property chargeable under the Legacy Duty Acts. A separate form must be filled up for property chargeable under the Succession Duty Act (see forms, *post*, Nos. 4, 5, 6, and 7, pp. 231 to 239).

(*s*) Here insert the heading given in the official circular letter.

(*t*) Or, if satisfied out of the real estate, say *real—or*, if out of both real and personal, say, *personal and real estate*.

\* The persons chargeable with duty at the rate of £1 per cent. are exempt in respect of any legacy, residue, or share of residue payable out of, or consisting of, any estate or effects, according to the value whereof duty shall have been paid on the affidavit or inventory, in conformity with the Act 44 Vict. c. 12. The husband or wife of the deceased is not chargeable with duty.

sex (*u*), Esquire, who died on the — day of —, one thousand eight hundred and —.

Names of the executors, or, administrators; devisees in trust, or heir at law, with their residence and profession.	{	Charles Green, of W., in the county of M., gentleman; and Joseph Styles, of B., in the county of K., grocer.	}	Executors ( <i>x</i> ).
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Acting under probate of will [*or*, letters of administration, *and*, if so, with the will annexed], granted by the Principal (*y*) Registry of the Probate Division of the High Court of Justice, on the — day of —, one thousand eight hundred and — [*the date of the probate*].

Name of the legatee or next of kin.	Degree of relationship, to be stated in the words of the Act.	Describe the nature of the bequest, and if residue, state what part or share.	Price of stocks.	Value.			Rate of duty per cent.	Amount of duty.		
				£	s.	d.		£	s.	d.
William Jones ( <i>z</i> )	a child of the deceased ( <i>a</i> )	an absolute pecuniary legacy ( <i>b</i> ) of	( <i>c</i> )	100	0	0	1	1	0	0

(*u*) *Or*,—in the city of B.—*or*, town and county of S. (*giving the residence particularly and correctly*).

(*x*) *Or*,—surviving executor—*or*, if by an executor of an executor, executor of the last will and testament of G. A., the executor—*or*, surviving executor—of the will of C. D., deceased.

*Or*,—administrator—*or*, administrator with the will annexed.

*Or*,—devisees in trust and executors.

(*y*) *Or*,—district.

(*z*) *Or*,—Mary, the wife of William Jones—*or*, W. J., in the will called W. J. the younger—*or*, the poor—*or*, the churchwardens and overseers—*or*, A. B. and C. D. as the overseers—of the poor of the parish of M.—*or*, E. F., as treasurer for the time being of the hospital—*or*, infirmary—*or*, almshouse—of M.

(*a*) *Or*, descendant of a child of the deceased—*or*, the father—*or*, mother—of the deceased. *Or*,—a brother—*or*, sister—of the deceased. *Or*,—a descendant of C. J., a brother—*or*, sister—of the deceased. *Or*,—a descendant of a brother—*or*, sister—of the father—*or*, mother—of the deceased. *Or*,—a descendant of a brother—*or*, sister—of a grandfather—*or*, grandmother—of the deceased. *Or*,—a stranger in blood to the deceased.

(*b*) *Or*,—this legacy is directed by the will to be paid free of duty—*or*, a pecuniary legacy of £ — sterling, payable (*if so*) with interest.

*Or*, a pecuniary legacy of . . . . . £500 0 0  
Subject to the payment of an annuity of £ — to A. B.—*or*, during the  
life of a person aged —, the duty whereon has been paid on a  
separate receipt, and the value of which, namely . . . . . 250 0 0

Being deducted, leaves . . . . . 250 0 0

(*c*) If the legacy be of stock, here state the price of the stock, and the day of sale; or if not sold, the price at the time of passing the account.

In this space insert any special matter necessary to explain the mode in which the legacy is given.

This legacy is charged upon a freehold [*or*, copyhold, — *or*, leasehold] estate at W., in the county of D., devised by the will of the deceased to G. H., and is made payable on the death of the widow of the deceased (*d*).

Upon which the duty is now chargeable.

<i>Or</i> ,—a pecuniary legacy of £—, * the duty whereon amounts to	£20	10	0
Deduct duty paid on a separate receipt, in respect of an annuity ( <i>or other limited interest</i> ) given,— <i>or</i> , directed to be paid—to the testator's nephew, A. B.	10	0	0
Amount of duty now payable	10	10	0

<i>Or</i> ,—a bequest of leasehold property at W., Kent, held for a term of — years, — of which are unexpired (let at £— per annum, subject to a ground-rent of £—), valued at	500	0	0
Deduct the value of an annuity given to the testator's brother, aged, &c., for his life, the duty whereon has been paid on a separate receipt	100	0	0
Amount on which duty is now payable	400	0	0

*Or*,—a pecuniary [Government] annuity of £— directed to be purchased and paid during his life. He attained the age of — on his last birthday—*or*, on the — day of —.†

*Or*,—a specific legacy, valued at £—.

*Or*,—a specific legacy of £—, three per cent. consolidated bank annuities, and (*if so*) payable at twenty-one or day of marriage—*or*, after the death of G. B., her mother—*or*, father—*or*, widow—*or*, of A. B., late A. D., spinster, and W. B., her husband.

*Or*, if the bequest be for the poor of a parish, here say—in trust for the poor of the parish of W.

*Or*, if to a hospital, &c., say—in trust for the patients—*or*, inmates—*or*, trustees of the said hospital, &c.—of D.

*Or*,—charged on real estate at W., in the county of D.

*Or*,—directed to be laid out in the purchase of real estate, to be conveyed to R. W., a son—*or*, brother—*or*, sister—*or*, nephew of—*or*, a stranger in blood to the deceased—absolutely in fee.

*Or*, in the purchase of an annuity of £— to be paid to R. W., a son, &c. (*as above*), aged — his last birthday, during his life.

*Or*—in the purchase of £— stock, the dividends whereof are directed [by the will] to be paid to him—*or*, applied for his benefit—during his life—*or*, minority (*if so*), subject to the payment of an annuity of £— to the testator's brother, &c. (*as above*), aged, his last birthday, —, during his life; and the principal thereof, after his decease—*or*, the decease of the said W. R.—is to be paid to him—*or*, for his benefit, on his attaining the age of — years—*or*, to others in succession, liable (*if so*), to the same—*or*, a higher—*or*, less—rate of duty—*or*, is to be paid—*or*, applied—in such manner as he should, by deed or will duly executed, direct or appoint.

*Or*,—a specific legacy of all the plate, linen, china, carriages, household furni-

(*d*) *Or*,—This legacy will not be payable till A. B. (now aged — years) attains the age of twenty-one years—*or*, till the death of A. B.

*Or*,—the above is one part of a legacy of £—, bequeathed by the will to A. B.,

\* A receipt for the full legacy must be given by the legatee, as he, being a trustee for the payment of the annuity, is liable to the duty. See 36 Geo. 3, c. 52, s. 9.

† Rents, interests, or dividends on legacies, down to the date of the receipt, must be added to the legacy, and duty paid thereon.

Received [of the executors (*e*)], on the — day of — 188— (*f*),  
the sum of — pounds (*g*), being the legacy (*h*) above

ture, and effects in and about the testator's dwelling-house and premises at W., at his death.

*Or*,—a specific bequest of all plate and furniture to which the testator became entitled on the death of his mother, who died on the — last.

*Or*,—a bequest of all the testator's right and interest in a [dilapidated] leasehold house and garden, with the appurtenances at W., held for the lives of three persons, aged —, —, —, valued—*or*, sold—at £—.

*Or*,—the proceeds of a copyhold estate, situate at W., in the county of D., held for the lives, &c., and directed by the will to be sold, valued at £—.

*Or*,—a moiety—*or*, a third—*or*, a fourth, part—of £— payable to him (aged — on his last birthday), on his attaining the age of twenty-one years, with interest in the meantime.

*Or*,—the rents of the testator's leasehold houses situate at W.—*or*, in Ely-place, Holborn, in Middlesex, held for the residue of a term of — years absolute, and given to the testator's widow and daughter as joint tenants.

*Or*,—a release of debt due from him to the testator on his promissory note for £—.

*Or*,—one — part of the residue of the [real and] personal estate of the deceased.

and in the event of his death in the testator's lifetime, to his brothers and sisters living at the testator's death equally. He died on the — day of —, 18—.

*Or*,—this is one part of a legacy of £— bequeathed by the will to A. B., if living at the testator's death, but if not, to his brothers and sisters equally. He died on the — day of —, 18—, leaving — brothers and — sisters surviving him, all (*or*, some) of whom also survived the testator, namely—

C. B.	.	.	.	.	.	£—
T. B.	.	.	.	.	.	£—

(*here add a schedule of them, showing the total amount of the original legacy*).

*Or*,—this legacy is directed by the will to be paid free of legacy duty—*or*, to be laid out in the purchase of an annuity [*or*, government annuity] for the life of the legatee.

*Or*,—the above duty is charged in respect of the duty returned [*if so*, under an order of the Lords Commissioners of Her Majesty's Treasury] on the above-named pro-

(*e*) *Or*,—of my co-executor—*or*, administrator—*or*, retained in trust.

(*f*) The receipt should bear date the day it is signed, and the duty paid thereon within *twenty-one* days afterwards, under the penalty of £10 per cent., on the amount of duty; and if the duty be not paid within *three* months after the date of the receipt, a penalty of £10 per cent. on the amount or value of the legacy will be incurred; nor can a receipt, under any circumstances, be stamped till payment of both the duty and penalty.

(*g*) The amount less the duty.

*Or*,—£— stock, three per cent. consolidated bank annuities, being my legacy out of the personal estate above mentioned, &c. [*or*, in full of my legacy of the proceeds of the real—*or*, personal] estate directed by the will to be sold, having first allowed, &c.

*Or*,—the several articles of plate [*or*, furniture, &c.] above mentioned, being the whole [*or*, part—*or*, in full] of my specific legacy out of the personal estate above mentioned, &c.

*Or*, if it be *leasehold property*—the specific legacy of leasehold property above described, out of the personal estate above mentioned, &c.

(*h*) *Or*,—being a legacy given to the parish [*or*, poor of the parish] of W.—*or*, patients—*or*, inmates of the hospital, &c., at W.—*or*, being my share of the residue above mentioned, &c.

mentioned, having first allowed or paid — for the duty thereon (*i*).

WILLIAM JONES (*k*).

No. CCLXXXII.

FORM No. 2.—ANNUITY RECEIPT (*l*).

REGISTER, —. No. —. 188—. FOLIO — (*m*).

ON ACCOUNT of the personal (*n*) estate of Thomas Jones, late of No. —, Harley Street, Marylebone, in the county of Middlesex (*o*), Esquire, who died on the fourth day of May, one thousand eight hundred and —.

bate [*or, if there be more than one, and it has been returned on a particular one, — say —* probate.\*

*Or*,—this legatee is in the will called the younger, but his father is now dead.

*Or*,—this legacy is directed by the will to be invested in the funds [*or, on mortgage*] and the interest or dividends are to be paid for the maintenance of the testator's son [*or, daughter*], who is a minor and aged — years. And power is given to the executors to advance any part not exceeding one-third for his [*or, her*] education or apprenticeship under the age of twenty-one years. In the event of his [*or, her*] death under that age, the principal is given to A. B., a stranger in blood to the deceased, and it therefore becomes subject to a higher rate of duty.

*Or*,—this legacy is by the will directed to be invested in the funds [*or, three per cent. consolidated bank annuities—**or, upon mortgage*], and the annual produce, or such part of it as [the trustees] shall think fit, is to be paid to the testator's son Thomas (aged, &c.), weekly, for his life, and after his decease, the principal is given to the testator's son, William, absolutely. Both are, therefore, chargeable with the same rate of duty.

*Or*,—the interest of this legacy is given to the testator's son J. (aged, &c.), for his life, and for his separate use, and after his death the principal is given to his children equally.

*Or*,—the use of these articles (*which should be referred to by an\**), are bequeathed to the testator's widow for her life, and after her death to the testator's daughter L., absolutely, so that till the death of the widow, no duty will be payable.

*Or*, the dividends on this legacy, which is directed [by the will] to be invested in the funds (*or, as the case may be*), are to be paid to the testator's mother (aged, &c.), for her life, and after her decease to such of his brothers and sisters as she shall appoint, and in default of appointment, to the testator's next of kin [*or, it is to form part of the residue given to his brothers and sisters living at her death*].†

(*i*) Persons paying or receiving any legacy, residue, or share of residue, liable to duty, without taking or signing a proper receipt for it, will be subject to a penalty of £10 per cent. on the amount or value thereof.

(*k*) If signed by a *marksman*, it should be witnessed.

(*l*) See n. (*r*) to previous form, *ante*, p. 209.

(*m*) See n. (*s*) to previous form, *ante*, p. 209.

(*n*) See variations, n. (*t*) to previous form, *ante*, p. 209.

(*o*) See note (*u*) to previous form, *ante*, p. 210.

\* If the personal estate be *insolvent*, no legacy duty is payable on this sum. If the residuary account has not been passed at the time of the allowance, it should be inserted in that account. See *post*, next form.

† Some of the foregoing may be chargeable with succession duty instead of legacy duty, but the description will be similar.

Names of the executors, or administrators, devisees in trust, or heir at law, with their residence and profession.	<div> <div>Charles Green, of W., in the county of M., gentleman ; and John Dunn, of D., in the county of K., grocer.</div> <div>Executors (p).</div> </div>
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Acting under probate of will [or, administration, *if so*, with will annexed], granted by the Principal (q) Registry of the Probate Division of the High Court of Justice, on the twelfth day of July, one thousand eight hundred and —.

Name of the annuitant, with the name and age of the life or lives, or the number of years for which the annuity is to endure (r).	Degree of relation- ship, if any, must be stated in the words of the Act (s).	Amount of the Annuity.	Age or ages, or number of years when annuity com- menced.	Value of the Annuity (x).	Rate of duty per cent.	Amount of duty.
		£ s. d.		£ s. d.		£ s. d.
John Wright, aged forty, for his life (t).	A child of the deceased (u).	20 0 0	40	332 16 7	1	3 0 0

		£	s.	d.
In this space insert any special matter necessary to explain the mode in which the annuity is given (y).	Amount of the first year's annuity (z) ..	20	0	9
	Allowed the first payment of duty ..	0	16	7
	Balance received .. £	19	3	5

(p) See variations, n. (x) to previous form, *ante*, p. 210.

(q) Or, as the case may be.

(r) See n. (z), p. 210.

(s) See n. (q), p. 209.

(t) Here add, if there be such a condition annexed to the gift—provided he does not marry—or, does not marry A. B.—or, provided he survives C. D. (aged, &c.)—or, provided he lives with—or, in the service of—the testator's widow till her death.

Or,—Jane W. (aged, &c.), the wife of I. W., for her life—or, I. W. (aged, &c.), for the life of A. B., a sister of the deceased, aged, &c.—or, I. W. (aged, &c.), and L., his wife (aged, &c.), during their joint lives, and, *if so*, the life of the survivor of them. The age stated must be that of the *last* preceding birthday.

If for a term absolute, say—for — years absolute.

Or, if an annuity be given to both a man and his wife, say—R. D., a stranger in blood to, and E. D., a child of the deceased.

(u) See variations in n. (a), p. 210.

(x) The value of the annuity must be calculated according to the succession duty tables.

Where an annuity is given to one or more *in succession*, the duty is payable upon each person taking it.

(y) See n. (d), p. 211.

(z) The duty on annuities is payable by four annual instalments in the first four years from the commencement of the annuity, and interest at four per cent. per annum must be added to each instalment of duty not paid when due, but where directed to be paid to the executors out of the real estate for the testator's children



Received of the executors (*a*), on the — day of —, 188—, the sum of — pounds — shillings and — pence (*b*), being the first years payment of my annuity above mentioned (*c*), having first allowed or paid — shillings and — pence for the duty thereon (*d*).

JOHN WRIGHT (*e*).

No. CCLXXXIII.

FORM NO. 3.—RESIDUARY ACCOUNT (*f*).

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REGISTER, —. No. —. 188—. FOLIO — (*g*).

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AN ACCOUNT of the personal estate (*h*) [and, *if so*, of moneys arising out of the real estate] of Thomas Jones, late of No. —, Harley Street, Marylebone, in the county of Middlesex, Esquire, who died on the — day of —, one thousand eight hundred and —, exhibited by Charles Green, of W., gentleman, and Joseph Styles, of B., in the county of K., grocer, the executors (*k*) [or, administrators—with the will annexed—of the deceased—or, trustee of the real estate, directed by the will to be sold, &c.,]

or grandchildren, until the youngest attains the age of twenty-one years; in which case it is paid *annually* upon a common form of legacy receipt. If the annuitant die within the four years, no further duty will be payable, but the date of his death must be sent in writing to the comptroller of legacy duties.

(*a*) See nn. (*e*), (*f*), (*g*), p. 215.

(*b*) Or, when an annuity is purchased—the transfer of an annuity of £19, directed (*as above*) to be purchased for my life, being in full discharge of my legacy of an annuity of £20, out of the personal estate above mentioned, &c.

(*c*) Or,—in full discharge of the legacy of £—, directed to be laid out in the purchase of an annuity for my benefit for my life (*or other period*) out of the personal estate, &c. (*as above*).

(*d*) See p. 213, n. (*i*).

(*e*) See *Ib.* n. (*k*).

(*f*) This form of account for the Inland Revenue is (when necessary) to be delivered *in duplicate* as directed, *ante*, n. (*r*), p. 209, in respect of personal estate; and of moneys arising from the sale, mortgage, or other disposition of real estate directed to be sold, &c., for the purpose of having the legacy and residue duties charged and assessed, pursuant to the Acts of 36 Geo. 3, c. 53, and 45 Geo. 3, c. 23, and 55 Geo. 3, c. 184.

Executors and administrators, before the retainer of any part of the property to their own use, are to deliver the particulars thereof and pay the duty thereon within *fourteen* days after, under the penalty of *treble* the value of the duty.

All rents, dividends, interest, and profits arising from the personal estate of the deceased, or from the real estate directed by will to be sold subsequent to the time of the death, and all accumulations thereof, down to the time of delivering the account, and offering to pay the duty on the residue, must be considered as part of the estate, and accounted for accordingly.

In administrations under £50, when the rate of duty is low, an account is seldom called for; and therefore it need not be rendered until an application has been made for it.

(*g*) See n. (*s*), *ante*, p. 209.

(*h*) See variations, n. (*t*), *ante*, p. 209.

(*k*) See n. (*x*), p. 210.

acting under the will [*or*, letters of administration of the effects] of the deceased, proved in [*or*, granted by] the Principal (*l*) Registry of the Probate Division of the High Court of Justice, on the — day of —, one thousand eight hundred and —.

	Description of Property.	Dates of sales, if sold.	Money received, and property converted into money.			Value of property not converted into money.		
			£	s.	d.	£	s.	d.
Money and property converted into money are to be inserted in column No. 1, and the date when converted affixed.	Cash in the house ..	.. ..	89	5	6			
	Cash at the banker's ..	.. ..	850	2	9			
Property not converted into money is to be valued at the time the account is rendered, and inserted in column 2, and inventories and proper valuations must be produced.	Furniture, plate, linen, china, books, pictures, wearing apparel, jewels and ornaments at D.	<i>as per valuation annexed (m)</i>	..	..	..	750	0	6
	Do. at S., Herts. ..	<i>Do.</i>	..	..	..	200	8	0
	Wine and other liquors	<i>specifically bequeathed to the testator's widow (n)</i>						
	Horses and carriages, farming stock, and implements of husbandry	<i>sold by auction the —th July, 18—(o)</i>	2870	14	0	400		
	Stock in trade ..	[None (p)]						
	Goodwill, &c., of trade or business ..							
The unexpired term of years, the number and ages of the lives, the terms of renewal, and the clear net rent reserved, must be stated. As to appor-	(A) Life assurance policies, <i>with profits</i> (q) ..	.. ..	..	..	..	580	7	6
	(B) Rents due at the death (r) of the deceased ..	.. ..	..	..	..	306	10	0
	(C) Mortgages and interest <i>due at the death</i> (s)	.. ..	..	..	..	2409	4	8
	Carried forward ..	.. ..						

(*l*) *Or*,—district.

(*m*) *Or*,—sold by auction on the — day of —, 18—.

*Or*,—sold by the testator in his lifetime, and the purchase-money received since his death.

*Or*,—the deceased had no furniture, as she lived with her son. Her wearing apparel was given away as of little [*or*, no] value—*or*, the deceased left no furniture. He was a bachelor—*or*, widower—and rented furnished apartments. His apparel is valued at only £—.

(*n*) Where articles of furniture, &c., are specifically bequeathed to the widow, the value must be here carried out, so as to show the proper amount of the probate duty, and deducted on the third side, as a portion of the residue not liable to duty.

(*o*) Here state, if the fact, that—no interest on this sum has been made since the sale.

(*p*) *Or*,—sold by valuation on the — day of —, 18—, to — the deceased's co-partner—*or*, successor.

(*q*) If this or either of the subsequent items be *converted*, observe the first marginal note.

(*r*) If a mortgagee be in possession, or has given notice to the tenants to pay the rents to him, say (in column 3)—received by the mortgagee in possession—*or*, under notice to the tenants.

(*s*) It should be particularly observed, that the amount to be stated here is only that which is due at the *time of the death* of the deceased, and that all *subsequent*

	Description of Property.	Dates of sales, if sold.	Money received, and property converted into money.			Value of property not converted into money.		
			£	s.	d.	£	s.	d.
<p>tionment of rents and other income, see 33 &amp; 34 Vict. c. 35.</p> <p><i>Note.</i> If there should not be room in this form for the particulars of any description of the property, the total only of the amount or value of such property is to be inserted here, and the particulars are to be stated on a separate paper.</p> <p>The stocks unconverted are to be valued at the medium price of the day on which the account is dated.</p> <p>When directed by the will to be sold or mortgaged.</p>	Brought forward ..	.. ..						
	(D) Bonds, bills, notes, and interest, <i>due at death</i> .. ..	.. ..	..	..	..	350	6	6
	(E) Book and other debts .. ..	.. ..	..	..	..	800	0	0
	(F) Canal, railway, and other shares .. ..	[none]						
	(G) Ships, or shares of ships .. ..							
	Price of Stocks.							
	Exchequer bills .. ..	[none]						
	Bank Stock .. ..							
	East India Stock .. ..							
	East India bonds .. ..							
	Red. 3 per cents. .. ..							
	Consols, 3 do.— <i>l.</i> at 97½	13 July, 18—	3760	0	0			
	New 3½ do. 4000 <i>l.</i> at 96¼	[none]						
	Reduced 3¼ per cent .. ..	14 July, 18—	950	0	0			
	New 3½ do. 1000 <i>l.</i> at 96½							
	Bank long annuities, — <i>l.</i> , at 71 .. ..	[none]						
	Dividends on the above stocks due at the death	.. ..	..	..	..			
	The stocks or public securities of foreign states	[none]						
	Real estate and leasehold estates directed to be sold, as per statement of particulars annexed ( <i>t</i> )	.. ..	..	..	..	500	0	0
	Property which the testator had power to appoint as he thought fit ( <i>u</i> ) .. ..	.. ..						
	Property not comprised within the above descriptions, viz. ( <i>x</i> ) .. ..	.. ..	..	..	..			
	Carried forward ..	.. ..						

accumulations must be inserted in the latter part of this account, under tit. "Accumulations."

(*t*) Real and leasehold estates, if not directed to be sold, are chargeable with succession duty. Real estate directed to be sold is subject to legacy, but not to probate duty. If sold *by a mortgagee*, and the devisee or residuary legatee do not concur, it will *not* be subject to duty. If sold at different periods, here say—**For dates, see schedule annexed.**

(*u*) A sum of £—, less legacy duty, under the will of A. B., late of, &c., grocer, proved in the — Registry of the Probate Division of the High Court of Justice on the — day of —, 18—.

(*x*) Rents arising from real estate of A. B., late of, &c., grocer, bequeathed by his will, proved, &c., to the deceased for the life of C. D., aged — on his last birthday.

	Description of Property.	Dates of sales, if sold.	Money received, and property converted into money.			Value of property not converted into money.		
			£	s.	d.	£	s.	d.
(If given by will, state when and where it was proved.)	Brought forward ..	.. ..						
	A legacy bequeathed to the deceased by the will of A. B., late of C. D., esq., deceased, proved, &c., and received by the executors, amounting to	.. ..	..	..	..	500	0	0
	Or, an annuity, secured, &c. [or, if so, "half-pay"], due to the deceased up to the time of his death,	.. ..	..	..	..	100	0	0
	four months .. ..	.. ..	..	..	..			
(y)	Carried forward ..	.. ..						

(y) In this space should be inserted short statements (such as the following), necessary to elucidate or explain incongruities or apparent mistakes, so that the examiners at the Legacy Duty Office, who are, of course, strangers to the circumstances, may understand them, and so be spared unnecessary trouble and inquiries.

If the will speaks of *real estate* when, in fact, the deceased left none, here state—**The deceased left no real estate or other property liable to succession duty, and it is now required to be stated, upon the face of the account (in the first margin), (if the fact), that the deceased left no freehold, copyhold, or leasehold estate, and if there be a widow, that the deceased widow is not (if not) entitled to any jointure or dower out of his freehold [or, widowhood out of his copyhold—or, customary] estate.** And when the account is of a *widow's estate*, it should be stated (*if the fact*) that the deceased left no real or leasehold estate; nor was she entitled to any jointure, dower, or widowhood.

If the deceased left real or other estate liable to succession duty, it must be here stated, as—the deceased left a [small] freehold [or, copyhold—or, leasehold] estate, which was sold on the — day of —, 18— (*if so*) for payment of his debts and funeral expenses [his personal estate being insufficient], and on which succession duty is intended to be paid.

Or,—the deceased left a copyhold estate [or, tenement], which (*if so*) passed by succession at his death to [his son] A. B., who will pay the succession duty thereon.

Or,—the deceased left a [small] customary estate for his life only, which at his death devolved upon his widow for her widowhood.

Or,—This is — part of a sum of £— secured by a policy of assurance on the life of the deceased, who was a trustee of the remaining part (£—) for C. D., his brother (*or other person*), under a declaration of trust, dated, &c., and produced at the time of passing this account.

If any mistake has been made in the disposition of property, such, for example, as the husband and wife giving the same thing by their respective wills, it should be here explained, as—the sum of £— being one — part of a sum of £— secured by a policy of assurance on the life of the deceased, and bequeathed by the will of the deceased, belonged to the widow for her own separate use, and (*if so*) is bequeathed to the same parties by her will proved in the —, on the — day of —, 18—, under which the duties will be paid.

If it be intended to pay the legacy duty in the lifetime of the widow, having a life interest, here state—It is requested that the duty may now be accepted, without any deduction in respect of the life interest of the testator's widow, who is still living.

	Description of Property.	Dates of sales, if sold.	Money received, and property converted into money.			Value of property not converted into money.		
			£	s.	d.	£	s.	d.
	Brought forward ..	.. ..						
	<i>Or</i> , a reversionary interest in legacies sold by the testator to A. B.	20 July, 18—	50	0	0			
	<i>Or</i> , duty on probate [ <i>or</i> , letters of administration] returned (z) ..	2 Aug., 18—	20	0	0			
	(Insert the total colm.	No. 1 in col. No. 2)				8610	2	7
	Total of property ..	.. ..						

PAYMENTS.		Money received, and property converted into money.			Value of property not converted into money.		
		£	s.	d.	£	s.	d.
	Brought down .. ..	..	..	..			
	Probate [ <i>or</i> , administration] (a) .. ..	206	0	0			
	Funeral expenses .. ..	172	6	0			
	(H) Expenses attending executorship [ <i>or</i> , administration] (b) .. ..	93	4	6			
	(I) Debts on simple contract, rent and taxes, wages, &c., due at the death of the deceased, as per schedule annexed ..	140	17	4			
	(K) Debts on mortgage, with interest (if any) due at the death .. ..	..	..	..			
	(L) Debts on bonds, and other securities with ditto .. ..	..	..	..			
	(M) Pecuniary legacies as per account annexed [upon which the duty is paid separately] (c) .. ..	4500	0	0			
	Carried forward .. ..						

(z) If paid on a *separate* receipt, omit it here.

Duty on pecuniary legacies given by the will to A. B. and C. D., brothers of the deceased, and directed to be paid free of legacy duty.

*Or*,—cash received from a friendly (*or other*) society, called the — Club.

*Or*,—cash received from Her Majesty's Navy Pay (*or other*) office, being prize [*or*, bounty] money, payable to the deceased.

*Or*,—I have of wearing apparel [*or*, furniture] bequeathed to A. B., not liable to duty, *adding, if the fact, no separate valuation of this legacy has been made, but £— is considered to be its full* [*or*, much more than its] value.

(a) If more than one probate it should be so stated.

(b) This sum must include all expenses incurred by the executor or administrator, a schedule of which, with this heading, must accompany the account.

(c) This is the proper course, when the *rates* of duty differ and the legatees are numerous.

	PAYMENTS.	Money received, and property converted into money.			Value of property not converted into money.		
		£	s.	d.	£	s.	d.
Here state the particulars of any other lawful payments, and of the funds or other securities purchased, and when.	Brought forward .. ..	..	..	..			
	Stock purchased on the — day of — [pursuant to the directions of the will of the deceased], the dividends whereof are payable to G. W., for his life, upon which the duty is paid separately .. ..	460	0	0			
	Invested pursuant to the directions of the will of the deceased, in the purchase of an annuity of £— (d), given by the will of J. D., and upon which the duty is paid separately (e) .. ..	510	15	0			
	Deduct the total of the payments from the total of the property .. ..						
	Net amount of the property carried forward			..			

To shew the balance of cash, if any.

	£	s.	d.
Total of column No. 1 .. ..	8610	2	7
Total of payments (f) .. ..	6083	2	10
Cash account .. ..	£2526	19	9

(d) Or, duty on pecuniary legacies given by the will to [or, if numerous, to the descendants of] A. B. and C. D., a brother and sister of the deceased, and directed by the will to be paid free of legacy duty, as per schedule annexed.

If any of the legacies given by the will have lapsed, the fact should be stated here, or at the end of the list, thus—The pecuniary legacies of £— and £— given [by the will] to A. B. and C. D., a son and daughter of the deceased, have lapsed, and now form part of the residue.

Or,—The following legacies given by the will have lapsed, and now form part of the residue, the legatees having died in the lifetime of the testator (or, as the case may be)

A. B. died on the — day of — 18— . . .	£200
C. D. died on the — day of — 18— . . .	100

£

(e) Or, invested, &c., an annuity directed by the will of the deceased to be paid to the executors, by A. B. and C. D., under such will, for the maintenance of the testator's "grandchildren"—or, "children of the testator's son W. I., upon which the duty is paid upon separate receipts.

Or, invested, &c., of freehold (or other) property.

Or, value of leaseholds given by the will to C. D.

Or, value of household furniture [or, "trinkets," &c., bequeathed to A. B. and C. D., the testator's children equally, as per schedule annexed.]

(f) If the total of this column exceeds the other, as in cases of insolvent estates, the deficiency should be shown thus:—

Total payments . . . . .	£
Total of column No. 1 . . . . .	
Deficiency . . . . .	£

And where the executor or administrator holds a balance of cash in his hands, it must be here shown, and the interest upon it must be accounted for in the next part of the account. (Tit. "Accumulations.")

		£	s.	d.
	Net amount of property brought forward ..			
	ACCUMULATIONS OF INTEREST, DIVIDENDS, RENTS, &c.			
<p><i>Note.</i> Upon reversions falling in, state the date of the death of the tenant for life. Separate papers are to be annexed to the account, to show how these totals are made up.</p>	(N) Rents of leasehold estates sold to the time of sale, and of those remaining unsold (after deducting ground rents, &c.), to the date of this account ( <i>g</i> )	72	5	0
	(O) Rents of real estate directed to be sold to the time of sale, if sold, if not, to the date of this account ..	43	10	8
	(P) Dividends on the stocks and funds sold to the time of sale, and of those remaining unsold, including the last dividends ( <i>h</i> ) .. .. .	76	10	0
	(Q) Interest on Exchequer bills sold or paid off to time of sale or payment, and of those remaining unsold to the date of this account ( <i>i</i> ) .. .. .	..	..	..
	(R) Interest on bonds, mortgages, and other securities paid off ( <i>k</i> ), to the day of payment, and of those outstanding to the date of this account .. .. .	34	6	0
	(S) Interest at four per cent. on 252 <i>l.</i> 1 <i>9s.</i> 9 <i>d.</i> , being the balance of cash in hand as on the other side, to the date of this account .. .. .	48	2	0
	(T) Interest on canal, railway, and other shares to the time of sale, and of those remaining unsold, and on other property, yielding an income not included in any of the above items, to the date of this account ( <i>l</i> ) .. .. .	..	..	..
	(U) The value of the benefit accruing to the executor or other person entitled to the residue from the interest of money or dividends of stock retained to answer vested or contingent legacies, payable at a future day, without the intermediate interest or dividends .. .. .	61	14	0
	Total ..	£		

	£	s.	d.
Brought forward .. ..	..	..	..
PAYMENTS OUT OF INTEREST, &c.			
(V) Interest on mortgages, bonds, and other securities due from the estate .. .. .	60	9	0
(W) Interest on pecuniary legacies .. .. .	32	0	6
(X) Payments on account of annuities .. .. .	74	0	0
(Y) Other payments, if any, viz.:—			
1. Rents and tithes (as per Schedule) .. .. .	45	0	0
2. Rates, taxes, and insurance .. .. .	27	8	4
3. Labour .. .. .	46	0	0
4. Repairs on the deceased's estate .. .. .	36	2	8
5. For adding one life, pursuant to the directions contained in the will of the deceased to a leasehold [or, "copyhold,"] estate, &c., given to J. W., the duty on which is paid separately by the legatee	50	0	0
Deduct the total amount of these payments from the preceding total .. .. .	471	0	6
Balance .. ..	..	..	..

(*g*) Where there is a succession account, rents accruing due after the death not to be inserted.

(*h*) See that this corresponds with the valuation, if not sold.

(*i*) And this with the forms, as stated.

(*k*) This must be calculated from the death of the deceased.

(*l*) If the executor or administrator carry on the deceased's business, an account

	£	s.	d.	£	s.	d.
Brought forward .. ..	..	..	..			
<b>DEDUCTIONS FROM RESIDUE.</b>						
The value of annuities given by the will, and now remaining a charge on the residue, viz. :—						
50 <i>l.</i> to Richard Adams, age 55, value	1200	0	0			
80 <i>l.</i> to Robert Groves, aged 57, value ..	850	10	0			
(a) Debts still due from the estate ..	560	12	1			
(b) Retained to pay outstanding legacies	5000	0	0			
Ditto to satisfy a liability incurred by the deceased under his covenant with [ <i>or</i> , bond of indemnity— <i>or</i> , guarantee] to A. B., dated the — day of —, 18— [and, <i>if so</i> , in respect of which legal proceedings have been commenced] ( <i>m</i> )	800	0	0			
Total deductions .. ..				8211	2	10
Net residue .. ..				3777	2	7
Deduct any portion of the residue not liable to duty— <i>or</i> , } for which duty is paid on separate receipts, viz. .. }				1259	0	10
One-third of residue payable to the widow of deceased ( <i>n</i> )						
Residue on which duty is chargeable .. ..	£			2518	1	8

## DECLARATION.

State whether this sum is the whole or what part of the residue. I [*or*, we] do declare that the foregoing is a just and true account; and I [*or*, we] offer to pay the sum of £—, for the duty, after the rate (*o*) of £— per cent. upon the sum of £— — —, being the amount [*or*, one moiety,—*or*, third *or*, other *part*] of the said residue and moneys to which I am

of the receipts and payments, from the death of the deceased, must be rendered to the Legacy Duty Office.

(*m*) If any duty on the probate or letters of administration be returned or returnable, it may be inserted here (or as at p. 219); and if there be any *deficiency* of assets, the amount should be here inserted as a deduction. It may be in this form—

Duty returned on probate [ <i>or</i> , administration] .. ..	£30	0	0
<i>Or</i> , Duty returned on probate [ <i>or</i> , administration] .. ..	£30	0	0
Deficiency of assets .. ..	20	0	0
	£10	0	0

(*n*) A husband or wife is not liable to duty. If the rents, &c., be given to the wife for life, add the amount under the head “accumulations,” and deduct it here, thus :—

Rents of real estate bequeathed to the widow for life	£50	0	0
Rents of leasehold estates bequeathed to her for life	20	0	0
Dividends on stock bequeathed to her for life ..	20	0	0
Furniture, wines, and other liquors, bequeathed to her absolutely, as per valuation .. ..	170	0	0
	£260	0	0

£

(*o*) See Table of Rates, *ante*, p. 209.



of the residuary legatees or next of kin, and their relationship or consanguinity in the words of the Act.

[*or, we are*] entitled, and intend to retain to my [*or, our*] own use (*p*) [*or, for the use of A. B. and C. D. being the brother and sister (q) of the deceased.*]

DATED this — day of —, 188—.

(*Here sign the account.*) C. G., J. S., Executors.

### SCHEDULES (*r*).

A. (*s*).

#### *Life Assurance Policies.*

				£	s.	d.
A policy with the — Life Assurance Society, for £200, on the life of W. G., with bonuses ( <i>t</i> ).. ..	..	..	..	247	0	0
&c.	&c.	..	&c.			

B.

#### *Rents due at the death of the deceased.*

Thomas Adams .. ..	..	..	..	20	10	6
John Green .. ..	..	..	..	16	4	2
&c.	&c.	..	..			

C.

#### *Mortgages and Interest due at the death of the deceased.*

##### *1st. Converted into Money.*

George Young .. ..	..	..	..	2000	0	0
Richard Strange (equitable deposit) ..	..	..	..	100	0	0

##### *2. Not converted.*

William White .. ..	..	..	..	600	0	0
Charles Urry (equitable deposit) ..	..	..	..	500	0	0

D. *Bond, Bills, Notes, and Interest due at the death of the deceased.*

John Smart, on bond, including interest ..	..	..	..	59	16	0
S. Turnpike, promissory note .. ..	..	..	..	54	10	0
John West, acceptance for .. ..	..	..	..	51	8	0

(*p*) Here add, *if the case*—as residuary legatee and a brother of the deceased, and for the use of the legatees named in the will, being respectively descendants of brothers and sisters of the deceased.

(*q*) *Or*,—A. B. (son of C. B.), the husband of a child (a daughter) of the deceased [who died on the — day of —, 18—], a stranger in blood to the deceased.

*Or*,—A. B. (wife of J. B.), a sister [*or, daughter*] of the deceased, and in default of her appointment, for the use of her descendants.

*Or*,—A. B., C. D., and E. F., a brother and the descendants of a sister of the deceased; or, as the case may be, having *strict* regard to the *official* descriptions of the parties.

(*r*) Several schedules to the residuary account may be in *one* sheet, but *each* sheet, when commencing a *fresh* schedule, should have the following heading—*In the Estate of A. B., deceased.*

(*s*) These letters refer to the corresponding items in the Residuary Account.

(*t*) If *not* received, here add—*Note.* The above sum of £—— will be received [at the — Assurance Office], on the — day of — next.

E. *Book and other Debts due to the deceased.*1st. *Converted into Money.*

				£	s.	d.
Thomas Moss	..	..	..	50	0	0
The Rev. Thomas Williamson	..	..	..	50	0	0
John White (balance)	..	..	..	17	0	0

2. *Not converted.*

John Smith	..	..	..	25	0	0
Samuel Wynn	..	..	..	20	0	0

F. *Canal, Railway, and other Shares (u).*

Twenty £— shares in the Kennet and Avon Canal, valued at .. ..	30	0	0
Fifty shares (thirds) in the Great Western Railway .. ..	350	0	0
Twenty £— shares in the London Joint Stock Bank, valued at .. ..	1000	0	0

G. *Ships, or shares of Ships.*

The sole interest in the brig "Zero," valued at .. ..	500	0	0
Twenty 64th parts in the schooner "Betsy"	200	0	0

H. *Real estate, directed by the Will to be sold.*

Freehold. Sold.

Date of Sale.	Description.	Annual value.		
		£	s.	d.
18—. Dec. 2	Two dwelling-houses, stable, coach-house, out-buildings, yard, garden, and paddock, at S., Middlesex, sold by auction to A. G., Esq., for 300 <i>l.</i> , including fixtures and interest on the purchase-money ..	317	10	0
18—. March 3	Cottage and garden at E., Essex, sold by private contract to W. H., including interest on the purchase-money .. ..	120	10	0
	Copyhold.			
18—. May 7	Dwelling-house and land at H., Kent, sold by private contract to the Rev. G. G., including fixtures, and interest on the purchase-money ..	175	5	0

(u) Under this and the next heading the correct names of the shares should be given.

## REAL ESTATE, DIRECTED BY THE WILL TO BE SOLD—BUT NOT YET SOLD.

*Freehold.*

No.	Description of Property.	Where situate.	Names of tenants.	Gross rental.			Value.		
				£	s.	d.	£	s.	d.
1	Dwelling-house, garden, and yard ..	Worthing, Sussex	J. J. Esq. ..	50	0	0	1000	0	0
2	Four cottages and gardens ..			20	0	0	400	0	0
3	One-third of a close of land ..	Hastings, Sussex	D. B. (butcher)	10	0	0	300	0	0

*Copyhold.*

No.	Description of Property.	Where situate.	Names of tenants.	Gross rental.			Value.		
				£	s.	d.	£	s.	d.
1	Farm and lands, held for the life of R. T., aged 54 ..	Worthing ..	J. H., if so, at net rent of }	50	0	0	600	0	0

*Lifelihoods (x).*

No.	Nature of Property.	Where situate.	No. of lives.	Ages.	Names of tenants.	Annual value.			Actual value.		
						£	s.	d.	£	s.	d.
1	Dwelling-house, stable, malt-house and land }	Worthing, } Sussex }	2	{56} {43}	J. T. ..	25	0	0	380	0	0
2	Six cottages ..					30	0	0			
3	A close of land called "High-lands" ..	Ditto ..	3	{36} {21} {19}	R. W. ..	6	0	0	120	0	0

## PAYMENTS.

I. *Expenses attending the Executorship.*

	£	s.	d.
18—, Aug. 22.—Paid fly hire and expenses to D., to take possession of deceased's property there .. ..	1	15	6
Railway fare, &c., to H. and W., for the like purpose .. ..	1	10	1
Paid messenger to W. with papers .. ..	0	5	0

(Here add every other payment for travelling and other expenses incurred by the executor on account of the estate, including not only expenses such as the above, but

(x) If any of this property was dilapidated, or in want of repair, a note stating the fact should be added, thus:—The principal part of the property comprised in this schedule was, at the time of the death of the deceased, very dilapidated—[or, greatly out of repair]—and considerable sums have, therefore, been necessarily expended in properly repairing it, and consequently the gross rental is given above.

also the valuation and sale of the deceased's property, and sums paid for dilapidations, necessary renewals, faculties, insurances, admissions to, and surrenders of copyholds, accountant's fees, and wages of clerks and servants, employed &c. (y); but sums expended in repairs should be placed under a separate heading.

### HOUSEKEEPING EXPENSES.

Between the death of the deceased, and the sale of his furniture, &c., but of no benefit to the Legatee (z).

	£	s.	d.
Paid E. for coals .. .. .	3	10	0
Paid housekeeping expenses .. .. .	1	16	0
Paid servants (A. G. and R. S.) wages .. .. .	8	7	6

### K. Debts due on simple contract, rent, taxes, wages, &c., at the death of the deceased, and since paid by the Executor.

Remarks.	Names of Creditors.	Residence.	Amount.		
			£	s.	d.
	L. and W. Bank .. .. .	London ..	100	0	0
	Messrs. W. O. & D. M., trustees of deceased's marriage settlement ..	Hastings ..	1000	0	0
	Messrs. L. & S. .. .. .	Do., solicitors ..	75	0	0
	W. T.'s executors on promissory note .. .. .		50	0	0
	W. T., for wages (balance)	Ditto .. ..	12	8	0

### Debts due at the death of the deceased, and still unpaid.

Remarks.	Names of Creditors.	Residence.	Amount.		
			£	s.	d.
	James White .. .. .	Hastings ..	35	0	10
	Messrs. G. R. & T. O. ..	Ditto .. ..	26	4	2
	Messrs. C. & O. (solicitors)	Ditto .. ..	320	7	0
	John Fry .. .. .	Bristol ..	30	0	0
	George West .. .. .	Liverpool ..	100	0	0

NOTE.—This bill was incurred chiefly for making out the titles to and selling part of the deceased's property, and in defending an action in the Chancery Division of the High Court.

(y) If a clerk or accountant should be employed, state in the margin opposite the item—the deceased's affairs were in such a complicated [and unsettled] state that the executors could not have wound up the estate without the aid of a clerk [or, an accountant].

(z) A note should be added to this schedule to the following effect—The above expenses were necessary for the preservation of the deceased's furniture till sold [he being a widower].

*Repairs.*

					£	s.	d.
	Messrs. R. & O.	..	..	Hastings (as	130	0	0
				per contract)			
	Ditto	..	..	Worthing (Do.)	56	0	0
NOTE.—The last bill has been applied for, but has not yet been delivered.					20	0	0
Ditto	..	..	..	Ditto, about			

*L. Debts on Mortgages, with Interest, due at the death of the deceased.*

Remarks.	Names of Mortgagees.			Residence.	Amount.		
The interest on this security was paid up to the Lady-day half year immediately preceding the death of the deceased.	George Jones	..	..	Worthing	£ 500	s. 0	d. 0
	Thomas Hart	..	..	Hastings	200	0	0
	Messrs. Jones and Hunt,						
	executors of W. D.	..	..	Ditto	159	10	0

*M. Debts on Bonds and other Securities, with Interest, due at the death of the Deceased.**Paid.*

Name.	Nature of security.				Amount.		
Charles Dunn	..	..	..	Bond	£ 106	s. 9	d. 6
Francis Hart	..	..	..	Promissory note	101	0	10

*Unpaid.*

William Stiles	..	..	..	Bond	210	0	0
----------------	----	----	----	------	-----	---	---

*N. Pecuniary Legacies.*

Paid since the death of the deceased, the duties on which have been paid on separate receipts.

George Jones	..	..	..	..	£ 100	s. 0	d. 0
William White	..	..	..	..	50	0	0

## ACCUMULATIONS OF INTEREST, DIVIDENDS, RENTS, &amp;c.

O. *Rents of Leasehold Estates sold to the time of sale, and of those remaining unsold &c.*

Description of Property.	Where situate.	Tenants' names.	Net rental.		
			£	s.	d.
Dwelling-house, offices, stable, and garden .. .. }	Hastings ..	A. W. .. ..	40	0	0
Cottage and garden .. ..	Ditto .. ..	J. S. .. ..	5	0	0
Close of land (3 acres) .. ..	Ditto .. ..	D. M. .. ..	10	0	0

P. *Rents of the Real Estate sold, to the time of sale, and of that still remaining unsold.*

Description of property.	Where situate.	Names of tenants.	Rental.		
			£	s.	d.
Dwelling - house, garden, and land .. .. }	Worthing ..	J. J. .. ..	50	0	0
Four cottages, and gardens (one unoccupied) .. .. }	Hastings ..	P. P. .. ..	15	0	0
Close of land .. .. }	Ditto .. ..	J. J. .. ..	3	10	0
One-third of a close of land (one acre) .. .. }	Ditto .. ..	D. B. .. ..	10	0	0
Copyhold farm and lands, held for one life, aged 54 absolutely .. }	Worthing ..	J. H. .. ..	50	0	0

Q. *Dividends on the stocks and funds sold to the time of sale, and of those remaining unsold, including the last dividends.*

			£	s.	d.
18—, Jan. 16 ..	Dividends on £1000 new 3 per cent. annuities ..	..	32	10	0
„ „ ..	Dividends on £—— 3 per cent. consols ..	..	20	0	0
„ April 10 ..	Dividends on £—— 3 per cent. reduced annuities ..	..	16	16	0

R. *Interest on Exchequer Bills sold or paid off to the time of sale or payment, and of those remaining unsold to the date of this account.*

These should be stated as in the last schedule.

S. *Interest on Bonds, Mortgages, and other Securities due to the deceased, and paid off, to the day of payment, and of those still remaining outstanding.*

<i>Paid off.</i>				£	s.	d.
George Young	..	..	..	24	7	6
Richard Strange	..	..	..	4	3	6
<i>Not Paid.</i>						
William White	..	..	..	13	6	0
Charles May	..	..	..	10	0	0

T. *Interest on Canal, Railway, and other Shares [from the death of the deceased] to the time of sale, and of those remaining unsold, and on other property yielding an Income not included in any of the above items to the date of this account.*

(This should be stated as in Schedules P. and Q.)

#### PAYMENTS OUT OF INTEREST, &c.

U. *Interest on Mortgages, Bonds, and other Securities due from the Estate.*

				£	s.	d.
George Jones	..	Worthing	..	18	16	8
Thomas Hunt	..	Hastings	..	7	2	4
Messrs. Jones and Hunt, executors of W. D.	..	Hastings	..	6	3	0

V. *Interest on Pecuniary Legacies.*

				£	s.	d.
Interest on unpaid legacies, stated in }				26	10	0
Schedule (A)	..	..	..			

W. *Payments on Account of Annuities (a).*

				£	s.	d.
Richard Adams	..	..	..	50	0	0
Robert Groves	..	..	..	80	0	0

(a) If the payment of any annuity be discretionary with the executors, and they do not pay it, a note should be added to that effect, thus—*Note.* The estate being small, and the expenses considerable, the executors have not paid, and do not intend to pay, any portion of the annuity bequeathed to W. W.

## X.

*Other payments out of Interest.*

1. For Rent and Tithes.						£	s.	d.
18—, April ..	Lord's rents paid to A. B.	..	..	..	..	9	8	0
	Ditto to E. W.	..	..	..	..	5	9	4
„ 10..	Rent-charge in lieu of tithes, paid to the Rev.	..	..	..	..	16	10	0
	R. G.	..	..	..	..	9	4	0
	Do. to the Earl of G.	..	..	..	..	0	9	0
	Quit rents	..	..	..	..	0	9	0
	Ground rents	..	..	..	..	16	14	0

## 2. For Rates, Taxes, and Insurance Paid at H (b).

18—.	(Dates.)	Property tax	..	..	..	..	9	4	8
		Poor rate	..	..	..	..	16	2	0
		Highway rate	..	..	..	..	3	12	0
		Church rate	..	..	..	..	4	3	0
		Assessed taxes	..	..	..	..	18	4	10
		Fire insurance	..	..	..	..	13	11	0
		&c., &c.							

*Paid at W.*

(Dates.)	Half-year's property tax	..	..	..	..	8	2	0
	Poor rates	..	..	..	..	12	8	0
	Highway rate	..	..	..	..	2	16	0
	Church rate	..	..	..	..	1	18	4
	Land tax	..	..	..	..	0	12	0
	Fire insurance	..	..	..	..	8	4	0

## 3.—For Labour—since the death of the deceased.

[Here state the names of the servants and the times of payment, adding a similar note to that ante, p. 226, n. (z), showing the necessity of these servants being employed for the preservation of the estate.]

If the payments be for labour done on a farm, the gross weekly sums may be stated thus:—

18—, May 31 ..		Paid labourers—week's wages	..	..	..		12		8		0
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## 4. For repairs—done by the executors.

Here add a list of the payments, showing the time when and to whom they were made, and in respect of what property; thus:—

18—, Jan. 2 ..		John Stone (builder), for repairing dwelling-	..	..	..	..	50		0		0
		house and buildings at W., as per contract	..	..	..	..					
May 4 ..		Ditto, house at H.	..	..	..	..	20		0		0

## (A) Debts still due from the estate.

Here state the names, residences, and amounts, as in Schedule (K).

## (B) Retained to pay outstanding legacies (c).

John James	..	..	..	..	..	100		0		0
William James	} his sons {	..	..	..	..	10		0		0
Samuel James		..	..	..	..	10		0		0
Margaret James		..	..	..	..	10		0		0
Elizabeth James	} his daughters {	..	..	..	..	10		0		0
		..	..	..	..	10		0		0

(b) If the deceased had two or more residences, the payments at each place should be shown *separately*.

(c) If the payment of any legacy be discretionary, see note (a), ante, p. 229, and add a similar one here.



(B.) *Succession Duty* (d).

No. CCLXXXIV.

FORM No. 4. FOR PROPERTY (ABSOLUTE) NOT CHARGEABLE BY WAY OF ANNUITY (e).

REGISTER — OF THE YEAR 18—. FOLIO — (f).

AN ACCOUNT of the Succession to Personal Property (g) of (*the successor*), of, &c., Grocer (*h*), upon the death of (*the predecessor*), late of, &c., gentleman (*i*), who died on the — day of —, 18—, derived from the said (*predecessor*) (*k*), the predecessor, under a deed (*l*) of settlement executed previously to, and in con-

(d) The rates of duty are as under:—

Lineal issue or lineal ancestor of the predecessor ..	£1 per cent.
Brothers and sisters of the predecessor and their descendants .. .. .	£3 do.
Brothers and sisters of the father or mother of the predecessor and their descendants .. .. .	£5 do.
Brothers and sisters of a grandfather or grandmother of the predecessor and their descendants .. .. .	£6 do.
Any other person .. .. .	£10 do.

The husband or wife of the predecessor is not chargeable with duty, and a successor whose husband or wife is of nearer relationship to the predecessor, is chargeable with duty at the lower rate.

(e) This account for the Inland Revenue is to be delivered *in duplicate* as directed, *ante*, p. 209, n. (r). The duty is payable when the property is paid to or retained for the successor, and if there be delay in payment, penalties will be incurred.

(f) See *ante*, p. 209, n. (s).

(g) Personal property includes money charged on real property and money to arise from the sale of real property.

(h) If more than one successor (as co-parceners or tenants in common) intend paying the duties under the *same succession* and at the *same time*, here add their names, residences, and callings, as above.

(i) If the succession be of a *reversionary interest*, here state the name of the tenant for life. So if arising by *survivorship*.

(k) Or, if the party be not the predecessor, as is sometimes the case under settlements, here say—from B. B. [late] of, &c., Esquire, according to the fact.

(l) Here state the title, whether under settlement, by survivorship, or in any other manner, and if under any deed or other document the date thereof, and the names of the parties thereto, as—under [or by virtue of] certain indentures of appointment and release by way of settlement, bearing date respectively the — and — days of —, 18—, and made between, &c. [setting out the names of the parties but not their descriptions except when needful for the purpose of distinguishing them]. Some practitioners set out the substance of the limitation in the will or deed conferring the succession, but it is submitted that it would more properly appear under the next heading.

Or,—under [or, by virtue of] a certain deed, bearing date [on or about] the — day of —, 18—, and made between, &c. (*as above*), being an appointment by way of settlement [or, in pursuance of certain articles, or, indentures of settlement], bearing date, &c., and made between, &c. (*as above*).

Or,—under [or, by virtue of] a certain indenture, bearing date, &c., and made, &c., being a declaration of trust of the property hereinafter mentioned for the benefit of the said A. B., the successor, after the death of the said C. B.

Or,—under [or, by virtue of] a certain deed, bearing date &c. (*as above*), being

templation of the marriage of the said (*predecessor*) with the said (*successor*), bearing date, &c., and made between, &c. (*m*), delivered by [the said] (*trustees, naming them*), as such trustees (*n*).

Description of Property.		Value.		
	Price of Stocks, &c.	£	s.	d.
3 per Cents. Consols—£1000 ( <i>o</i> ) .. .. .	94 $\frac{3}{4}$	947	10	0
3 per Cents. Reduced—£1000 .. .. .	93	930	0	0
New 3 per Cents.—£1000 .. .. .	93 $\frac{1}{8}$	931	5	0
One moiety ( <i>p</i> ) of the moneys arising from the sale of a freehold estate at D., in the county of K., sold under the directions in the said will to R. B. on the — day of — last, at the sum of £—, less the expenses .. .. .	.. .. .	500	0	0
One moiety ( <i>p</i> ) of the rent of a farm and lands at D. aforesaid, let to G. G. on lease for a term of — years, of which — are unexpired, at the clear annual rent of £—, which moiety ( <i>or other portion</i> ) has devolved to me on the death of the said ( <i>predecessor</i> ) for my life .. .. .	.. .. .	500	0	0
Principal and interest on mortgage ( <i>q</i> ) from B. B. to the said D. D., the predecessor, and bequeathed by the above will to the said A. B. after the death of C. D. [the testator's widow ( <i>or other person</i> ) ( <i>r</i> )] aged — her last birthday ..	£ 500 s. 0 d. 0			
Less the value of the life interest of the said C. D. ( <i>s</i> ) .. .. .	100 0 0			
		400	0	0
Dividends ( <i>or interest</i> ) since the death .. .. .				
	Total ..	£4208	5	0

WE declare that this is a just and true account of all the personal

a covenant to stand seised to [or for] the use and benefit of the said A. B. the successor after the death of the said C. B.

*Or*,—by survivorship under a certain indenture of lease (*or other instrument*), bearing date, &c., and made between, &c., whereby the property therein comprised was granted to me and R. B. jointly during our respective lives.

*Or*,—as co-parcener by survivorship on the death of C. D. my co-tenant [in common] under, &c. (*as in the last form*).

*Or, if so*—as purchaser of the succession of R. B., under a certain indenture of appointment, &c. (*or, as the case may be, stating shortly the deed or instrument under which the succession is claimed*).

(*n*) *Or*,—under the will of the said W. B., bearing date the — day of — 18—, and proved in the Principal (*or, as the case may be*) Registry of the Probate Division of the High Court of Justice, on or about the — day of —, 18—.

(*n*) State whether trustee, &c., or successor.

(*o*) If this space be not sufficient for all the property comprised in the succession, a schedule should be annexed, and the totals inserted in this account.

(*p*) *Or*,—third—*or other part*.

(*q*) *Or*,—bond—*or, promissory note*.

(*r*) If the life-tenant be dead, here add—who died on the — day of —, 18—, omitting the next item.

*Or*,—the annual proceeds of the business of the said D. D. at R., bequeathed, &c.

N.B.—Plate and pictures, &c., bequeathed as heirlooms, are not subject to duty, 36 Geo. 3, c. 52, s. 14.

(*s*) *Or*,—£— payable on a policy of assurance for £— on the life of C. D. [aged

property to which the (*successor*) (*t*) was entitled to succeed beneficially upon the death of the before-named (*the predecessor*), and that (*u*) the said (*successor*) is a brother (*x*) of the said W. B., the predecessor from whom the said property is derived.

DATED this — day of —, 18—.

(*Here sign the account.*) (Trustees) (*y*).

### No. CCLXXXV.

#### FORM NO. 5. FOR LIFE INTEREST (ANNUITY) IN PERSONAL PROPERTY (z).

REGISTER — OF THE YEAR 18—. FOLIO — (*a*).

AN ACCOUNT of the succession of (*the successor*), of, &c., Grocer, upon the death of (*the predecessor*), late of, &c., gentleman, who died on the — day of —, 18—, derived from the said (*predecessor*), the predecessor, under (*b*) the will of (*the predecessor*), bearing date, &c., and proved, &c., delivered by B. B., as the sole executor of such will (*c*).

Description of Property ( <i>d</i> ).	Annual Value.		
	£	s.	d.
The interest ( <i>e</i> ) of £1000, vested in the 3 per cent. consols, payable during the life of the said A. B., aged — years on his last birthday, the price of stocks being 97½ ( <i>f</i> ) .. .. .	30	0	0
Carried forward .. .. .			

—], and bequeathed by the above-mentioned will to the said E. F., in the event of his surviving the said F. D., the testator's widow.

*Or*,—devolved to the said E. F. on the death of the said A. B. intestate—*or*, £— with interest payable on a bond of A. A. on the death of C. D. [aged — on his last birthday]—*or*, — share of the estate and effects of R. B., left undisposed of by his will, and which was given and bequeathed by his will to R. B. the younger, and in the event of his death to me the said A. B., and D. D., and E., the wife of J. R., amounting to —

(*t*) If the account be rendered by the successor himself, here say—to which I [the said A. B.] was entitled, &c. (*as above*).

(*u*) And here say—I am a brother—*or*, sister—of the said predecessor. (*See the next note.*)

(*x*) *Or*,—is a son of a brother [*or*, sister] of the mother.

*Or*,—is the daughter of a brother [*or*, sister] of the mother.

*Or*,—is a grand-daughter of a brother [*or*, sister].

(*y*) *Or*,—executor—*or*, administrator.

(*z*) This account for the Inland Revenue is to be delivered in duplicate as directed, *ante*, p. 209, n. (*r*).

(*a*) The duty is payable by four equal yearly instalments, the first to be paid twelve months after the successor shall have been entitled in possession, and the three following instalments at intervals of one year each; and if there be any delay in payment, penalties will be incurred.

(*b*) See *ante*, p. 231, n. (*l*).

(*c*) See *ante*, p. 210, n. (*x*).

(*d*) If the space be insufficient for all the property comprised in the succession, a schedule should be annexed and the totals inserted in this account.

(*e*) *Or*,—a moiety (*or other portion*) of the interest of £—.

(*f*) Interest at the rate of £4 per centum per annum is payable in all cases from the time when each instalment falls due (31 & 32 Vict. c. 24, s. 9).

Description of Property.	Annual Value.		
	£	s.	d.
Brought forward .. ..			
<i>Or</i> , one moiety ( <i>or</i> , other portion) ( <i>q</i> ) of the rent, for the term of — years ( <i>h</i> ), of a leasehold ( <i>i</i> ) estate at L— [aforesaid, <i>or</i> ] in the said county of K., now let to <i>S. S.</i> as a yearly tenant ( <i>k</i> ) at the gross rent of .. ..	40	0	0
<i>Deductions</i> (see <i>post</i> , p. 238).			
<i>Or</i> , the average annual value of renewal fees (upon the last — years) of the manor of P., in the parish of W., Berks .. ..			
<i>Deductions</i> (see <i>post</i> , p. 239).			
The <i>Dividends</i> upon £— 3 per cent. ( <i>l</i> ) consols, payable for the life of the said C. D. ( <i>m</i> ) aged — years on his last birthday .. ..	£30	0	0
<i>Deductions</i> —Income-tax .. .. £0 17 6			
Banker's commission in country cases .. .. 0 10 0—£1 7 6			
	£28	12	6
<i>Or</i> , the interest of £— at £— per cent on mortgage, bearing date the — day of —, 18—, from B. B. and others to the said C. D., payable during the life of the said A. B. ( <i>n</i> ), aged — years on his last birthday .. ..	£50	0	0
<i>Deductions</i> —Income-tax .. .. £0 19 2			
Expenses of collecting .. .. 1 5 0—£2 4 2			
	£47	15	10
<i>Or</i> , the interest ( <i>o</i> ) of the residue ( <i>p</i> ) of the [real and] personal estate [and effects] of G. D., directed by the will to be invested in Government or real security [in England], and to which, on his decease, the said A. B. became entitled under the limitations in the above-mentioned settlement amounting to .. ..	£30	0	0
<i>Deductions</i> —Income-tax .. .. £0 17 6			
Expenses of collecting .. .. 0 10 0—£1 7 6			
	£28	12	8
The interest of £1000 invested on mortgage of a freehold estate at D. aforesaid ( <i>q</i> ) at £4½ per cent., payable during the life of C. K., aged — on his last birthday .. ..	45	0	0
The income arising from 10th shares of the ship “—,” at the port of L., payable during the life of the said E. K. .. ..	25	0	0
The dividends ( <i>r</i> ) arising from — shares in the B. and D. Railway ( <i>or other company</i> ), payable during the life of the said C. K. .. ..	30	0	0
<i>Deductions</i> —Property-tax .. .. £3 1 8	£115	0	0
Expenses of collecting .. .. 5 15 0			
	8	16	8
	£106	3	4

I declare that this is a just and true account of all the property,

(*q*) When the duty is chargeable on a moiety or other share, a similar proportion of the annual value must be stated in the column under the head “Annual Value.”

(*h*) *Or*,—during the minority of E. D.

(*i*) *Or*,—copyhold.

(*k*) *Or*,—on lease bearing date, &c.

(*l*) *Or*,—reduced—*or*, New 3¼ per Cent.

(*m*) *Or*,—for the life of D. D.

(*n*) *Or*,—the life of D. D.

(*o*) *Or*,—dividends.

(*p*) *Or*,—moiety (*or other share*) of the residue.

(*q*) *Or*,—in the county of K.

(*r*) *Or*,—income.

not being real estate or leasehold, to which the said (*successor*) (*s*) was entitled to succeed beneficially for life upon the death of the before-named (*predecessor*), and that the said (*successor*) was born on the — day of —, 18— (*t*), and is a brother of (*the predecessor*) the predecessor from whom the said property is derived.

DATED this — day of —, 18—.

(*Here sign the account.*)

B. B.  
(*Executor*) (*u*).

## No. CCLXXXVI.

FORM No. 6. ON REAL PROPERTY (WHICH INCLUDES ALL FREEHOLD, COPYHOLD, CUSTOMARY, LEASEHOLD, AND OTHER HEREDITAMENTS, WHETHER CORPOREAL OR INCORPOREAL) (*x*).

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REGISTER — OF THE YEAR 18—. FOLIO —.

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AN ACCOUNT of the succession in real property of (*the successor*), of &c., Grocer, in the county of K., upon the death of (*the predecessor*), late, &c., gentleman (*y*), who died on the — day of —, 18—, derived from the said (*predecessor*) the predecessor under (*z*) his will (*a*), bearing date the — day of —, 18—,

(*s*) If the account be rendered by the successor himself, this declaration must be varied accordingly.

(*t*) The date of birth must be *accurately stated*, as it forms the basis for calculating the duty.

(*u*) *Or*,—*administrator—or, trustee.*

(*x*) This form for the Inland Revenue should be delivered *in duplicate* as directed, *ante*, p. 209, n. (*r*). The duty is payable by eight equal half-yearly instalments, the first to be paid twelve months after the successor shall have been entitled in possession, and the seven following instalments at half-yearly intervals of six months each; and if there be any delay in payment, penalties will be incurred. If it is intended to pay the whole duty in advance it should be so stated, in order that the discount may be calculated.

(*y*) *Or*,—upon the death of A. B., of, &c., gentleman, a co-tenant who died, &c., derived, &c. (*as above*).

(*z*) Here state the title, whether under settlement, will, intestacy, or by descent, and if under any deed or other document the date thereof, and the names of the parties thereto.

(*a*) *Or*,—under [by virtue of] certain indentures of appointment and release by way of settlement, bearing date respectively the — and — days of —, 18—, and made between, &c.

*Or*,—under [by virtue of] a certain deed, bearing date [on or about] the — day of —, 18—, and made between, &c. (*as above*), being an appointment by way of settlement [or, in pursuance of certain articles—or, indentures of settlement], bearing date, &c., and made between, &c. (*as above*).

*Or*,—under [by virtue of] a certain indenture bearing date, &c., and made, &c., being a declaration of trust of the property hereinafter mentioned for the benefit of the said A. B., the successor, after the death of the said C. B.

*Or*,—under [or by virtue of] a certain deed, bearing date, &c. (*as above*), being a covenant to stand seised to [or for] the use and benefit of the said A. B., the successor after the death of the said C. B.

*Or*,—by survivorship under a certain indenture of lease (*or other instrument*), bearing date, &c., and made between, &c., whereby the property therein comprised was granted to me and R. B. jointly during our respective lives.

*Or*,—as coparcener [*or, tenant in common*] under, &c. (*as in the last form*).

*Or (as to real estate)*—by descent from the said C. D.

*Or, if so*,—as purchaser of the succession of R. B. under a certain indenture of

and proved by (*the executor*), of, &c., maltster (the sole executor thereof), in, &c., on the — day of —, 18—, delivered by (*b*) the said (*executor*) (*c*).

Description of Property ( <i>d</i> ).	Saleable Value.			Gross Rack-rental or Annual Value.		
	£	s.	d.	£	s.	d.
<b>1. FREEHOLDS.</b>						
A <i>freehold</i> ( <i>e</i> ) cottage and outbuildings (all in bad repair), with garden and about an acre of land, situate, &c., and now in the possession of the said <i>A. B.</i> , to whom it was devised in fee by the above-mentioned will ( <i>f</i> ) .. .. .	120	0	0			
Or, one moiety ( <i>or other share</i> ) of — freehold dwelling-houses, Nos. — and — in — street at <i>W.</i> aforesaid ( <i>g</i> ), let to <i>A. B.</i> and <i>C. D.</i> as yearly tenants, the landlord doing the repairs, at .. .. .	200	0	0			
Or, a small <i>freehold</i> tenement and outbuildings, all in a ruinous condition ( <i>h</i> ), situate and in — lane, at <i>W.</i> aforesaid, let to yearly tenants at the aggregate rent of £—, the landlord paying the rates under the Small Tenements Act ..	60	0	0			
Or, a <i>freehold</i> estate [called “—,”] situate at <i>W.</i> aforesaid ( <i>i</i> ), containing — acres, which devolved to the said <i>A. B.</i> on the death of the above-named <i>B. B.</i> intestate, and is now in the possession of the said <i>A. B.</i> , and of the clear annual value of ( <i>j</i> ) .. .. .	100	0	0			
A <i>freehold</i> rent-charge of £— in lieu of the redeemed land-tax on the foregoing property .. .. .						
Less the principal and interest due on mortgage ( <i>or other security</i> ) from the said <i>A. B.</i> the predecessor, bearing date, &c., and made, &c. .. .. .	40	0	0			
				60	0	0
Or, less the value of the life interest therein of the said <i>B.</i> ( <i>if so</i> , the predecessor), aged — on his last birthday, which is valued at .. .. .						
Carried forward .. .. .						

appointment, &c. (*or, as the case may be, stating shortly the deed or instrument under which the succession is claimed*).

(*b*) Here state whether trustee, &c., or successor.

(*c*) Or,—delivered by *G. H.*, of, &c., gentleman, as the [sole] purchaser [*or, mortgagee*] of such succession.

Or,—by the widow and administratrix of the deceased.

(*d*) It should be stated whether the property is let on lease, and whether at rack rent or at a ground rent, or in consideration of a premium (in which last two cases further duty will be payable on the determination of the lease). If the space be not sufficient for all the property comprised in the succession, a schedule should be annexed and the totals inserted in this account.

(*e*) Words denoting the tenure are not necessary, but desirable, for readily showing the nature of the property to be considered.

(*f*) Or,—in tail male—*or*, tail general—*or*, in remainder after the death of *C. D.*, aged — years on his last birthday.

(*g*) Or,—in the said county of *K.*

(*h*) Or,—a bad state of repair.

(*i*) Or,—in the said county of *K.*

(*j*) If the duty is to be assessed on property *not let*, the amount of its assessment to the *property tax* must be stated as the best criterion of value, but when let, *rent* is considered as such criterion. When the property thus set out is all let to one person, the following note should be added:—The whole of the property before mentioned is let to *D. D.* as a yearly tenant at £— per annum, and may be fairly apportioned as above.

Description of Property.	Saleable Value.			Gross Rack-rental or Annual Value.		
	£	s.	d.	£	s.	d.
Brought forward .. ..						
Or, less one-third (or other share or shares) of <i>B. B.</i> [and <i>C. B.</i> ] therein .. ..						
Or, less a perpetual clear annual rent-charge [or, sum], payable to <i>D.</i> aged — years on his last birthday, during his life .. ..						
Or, less a clear annual rent-charge ( <i>k</i> ) of £—, payable to <i>D. D.</i> , aged — years on his last birthday ( <i>l</i> ) .. ..						
Or, less a legacy of £— bequeathed to the said testator's son ( <i>m</i> ) absolutely, and charged thereon .. ..						
Or, a freehold ( <i>n</i> ) farm and lands called —, situate, &c., containing, &c., now in the occupation of <i>R. R.</i> as a yearly tenant ( <i>o</i> ), at the clear annual rent of £—, which by the said will was devised to the said <i>A. B.</i> , aged — years on her last birthday, and after her death to her — sons ( <i>p</i> ) as tenants in common in fee simple ( <i>q</i> ) .. ..						
Or, a freehold dwelling-house, being No. 1, situate, &c., vested in <i>D. D.</i> and <i>E. F.</i> interest for <i>B. C.</i> for life, and after his death in trust for sale; and after sale, as to the produce after payment of the expenses of and attending the sale, and, if so, after payment of a sum of £— then due on mortgage (or other security) of the property ( <i>q</i> ), in trust to divide the same equally between his brothers and sisters <i>C. D.</i> , <i>E. D.</i> , <i>F. D.</i> , <i>G. D.</i> , all of whom are now living, and their issue .. ..						
— — — — —						
2. COPYHOLDS.						
1. A copyhold ( <i>r</i> ) estate of inheritance ( <i>s</i> ) called “—” situate at <i>O.</i> aforesaid ( <i>t</i> ), and in the possession [or, occupation] &c. (as above) .. ..	10	0	0			
Less, &c. (see Deductions below) .. ..						
Carried forward .. ..						

(*k*) Or,—annuity.

(*l*) Or,—payable to *D. D.* during the life of *J. D.*, aged — years on his last birthday.

(*m*) Or, daughter.

(*n*) Or,—under a lease [or, an agreement for a lease] for — years, commencing [or, if nearly elapsed, expiring] at — next [or, on the — day of — 18—] at the yearly rent of £—.

(*o*) Or,—at the annual rent, less the lord's rent, land, and property tax, amounting to £— or, less the following deductions [stating them] amounting to £—.

(*p*) Or,—devised by the will absolutely to the said *A. B.* on the death of *G. B.*, aged — years on his last birthday.

Or,—limited by the above-mentioned settlement (or other document) to the said *A. B.* absolutely after the death of *B. B.*, upon trusts for sale, and to pay the produce thereof, after deducting all expenses of and attending the sale, equally between *D. B.*, *E. B.*, *F. B.*, and *G. B.*, their — children.

(*q*) Or,—after payment of a legacy to *P.* (or other payment).

(*r*) Or,—customary.

(*s*) Or,—a copyhold mill—or, dwelling-house, orchard, and garden (or, as the case may be).

(*t*) Or, in the county of *K.*

Description of Property.	Saleable Value.			Gross Rack-rental or Annual Value.		
	£	s.	d.	£	s.	d.
Brought forward .. ..						
2. A moiety ( <i>or other portion</i> ) of a close of <i>copyhold</i> land, called "—," containing — acres, situate, &c., now held of the manor of D. for my widowhood ( <i>u</i> ) and in the possession — [ <i>or, occupation</i> ], &c. ( <i>x</i> ) .. .. .	35	0	0			
Less, &c. ( <i>see Deductions below</i> ) .. .. .						
3. A <i>copyhold</i> tenement and lands called "—," containing ( <i>y</i> ), situate, &c., and now held for the lives of E. F., aged —, and G. H., aged —, at the death of the said ( <i>predecessor</i> ) Less, &c. ( <i>see Deductions below</i> ) .. .. .	10	0	0			
<hr/>						
3. LEASEHOLDS.						
1. A <i>leasehold</i> estate ( <i>or, other property as before described</i> ) containing, &c., situate, &c., and now held, &c. ( <i>if for lives, state as above</i> ), and let, &c. ( <i>as above</i> ) .. .. .						
Less, &c. ( <i>see Deductions below</i> ) .. .. .						
Or, a <i>leasehold</i> dwelling-house, being No. —, in — street, in the city of W. ( <i>z</i> ), now held for the residue of a term of — years determinable with the lives of A. A., aged — years, and B. B., aged — years, on their last respective birthdays —or, at the death of ( <i>the predecessor</i> ), and in the occupation of —, valued at — .. .. .						
Less, &c. ( <i>see Deductions below</i> ) .. .. .						
2. One moiety ( <i>a</i> ) of a <i>leasehold</i> close of land, situate, &c., held for the residue of a term of — years absolute ( <i>if recently granted</i> ), commencing on the — day of —, 18—, [ <i>or if not, say—of which — were unexpired on the — day of — last</i> ], and now in the possession ( <i>b</i> ), &c. .. .. .						
3. A freehold tithe rent-charge issuing out of the foregoing and other lands called, &c., situate, &c., apportioned at £—.						

Deductions (c).	Capital.			Annual Payments.		
	£	s.	d.	£	s.	d.
No. 1.—Lord's rent .. .. .						
Chase rent .. .. .						
Land-tax .. .. .						
No. 2.—Repairs [ <i>being the actual average for the last — years since the present letting (or, tenancy)</i> ] .. .. .						
Insurance .. .. .						
Quit rent .. .. .						
Land-tax .. .. .						
Carried forward .. .. .						

(*n*) Or,—for the lives of A. A., aged — years, and B. B., aged — on their last respective birthdays, in the event of my surviving B. B., aged —.

(*x*) Or,—in the occupation of W. W.

(*y*) Or,—dwelling-house (*or other property, as above*).

(*z*) Or,—at N. aforesaid.

(*a*) Or,—one-eighteenth—or—one-sixth of one-third (*or other share*).

(*b*) Or,—occupation.

(*c*) That is, necessary outgoings, in case the same are payable by the owner and not by the tenant. The following are the *Deductions* usually made in regard to *Free-*



Deductions.						Capital.			Annual Payments.		
						£	s.	d.	£	s.	d.
Brought forward .. .. .											
No. 3.—Customary rent .. .. .	..	..	..	..	..						
Lord's rent .. .. .	..	..	..	..	..						
Land-tax .. .. .	..	..	..	..	..						
Annuities ( <i>if any</i> ) to which the property is subject .. .. .	..	..	..	..	..						
Interest of incumbrances ( <i>d</i> ) .. .. .	..	..	..	..	..						
Total .. .. .											
Total gross annual value .. .. .						£					
Total annual value of deductions .. .. .						£					
Net annual value .. .. .						£					

I declare that this is a just and true account of all the succession in real and leasehold property of (*the successor*) (*e*), upon the death of the before-named (*predecessor*), and that the said — was born on the — day of —, 18—, and (*f*) is a brother of the said (*predecessor*), the predecessor from whom the said property is derived.

DATED this — day of —, 18—.

(*Here sign the account.*) (*Executor*) (*g*).

### No. CCLXXXVII.

#### FORM NO. 7. FOR SECOND AND SUBSEQUENT INSTALMENTS OF SUCCESSION DUTY ON REAL PROPERTY (*h*).

REGISTER — OF THE YEAR 18—. FOLIO —.

THE succession of (*i*) — of — upon the death of —, who died on the — day of —, 18—, derived from —, the pre-

*holds*.—Perpetual rent-charges, annuities; \* fire insurance; land-tax; † rates payable by the landlord; tithes, if not paid by the tenant; repairs; allowance to the tenant for draining, &c. *Copyholds and Leaseholds*.—Annuities; ‡ rent charges; lord's (*or other*) rents; heriots (*if payable*); fines; reliefs; land-tax; § repairs; fire insurance; rates payable by the landlord; tithes (*if not payable by the tenants*). If the space be not sufficient for all the deductions claimed, a schedule should be annexed and the totals inserted in this account.

(*d*) A schedule containing short particulars of each incumbrance, and the names of the persons by whom it was created, should be annexed. No deduction can be made for contingent incumbrances, or for any incumbrance created by the successor, or for the expense of collecting rents, or for any costs incurred in litigating the title to the property.

(*e*) For variations see the previous Declarations.

(*f*) *Or*,—is a widow of a son of a brother of the mother of the said M. M.

(*g*) *Or*,—trustee.

(*h*) This form is to be delivered as directed at p. 209, n. (*r*).

(*i*) Fill in the details, as in Form No. 6.

\* Interest upon mortgages and other securities not allowed, as it is previously payable out of the *personal* estate. But a commission for collecting is usually allowed.

† Property tax is not allowed.

‡ Ib.

§ Ib.

decessor under (*k*) ———, for which duty was assessed on the ——— day of ——— 18——, on an annual value of £—— as shewn by an account delivered by (*l*).

	£	s.	d.
The value for a life of ——— years is £——, and the amount of } duty as assessed at £—— per cent. .. .. } The ——— instalment (being an eighth part thereof ( <i>m</i> )) now due } on £—— ( <i>n</i> ) .. .. .. }			

## LICENCES.

No. CCLXXXVIII.

*To alienate Lifeholds and assign Leaseholds (o).*

LICENSE is hereby granted to (*the assignor*), of &c., Grocer, to sell and convey (*p*) unto (*the purchaser*), of &c., maltster, his heirs and assigns absolutely (*q*), all the estate [term] and interest of him the said (*assignor*) of and in ALL THAT dwelling-house, with the outbuildings and garden and appurtenances thereunto adjoining and belonging (*r*), situate at L. aforesaid, which was granted and is now held by him under or by virtue of a [certain indenture of] lease, bearing date, &c., for the (*s*) lives of [*here state their names*], and the life of the longest liver of them *SUBJECT*, nevertheless, to the payment of the several rents, and to the observance and performance of the several covenants, conditions, and agreements in the said lease reserved and contained, and on the part of the lessee to be paid, observed, and performed PROVIDED always that this licence shall not authorize any future sale or conveyance (*t*) of the said premises, or any part thereof, without a similar licence, in writing, from the said (*lessor*), his heirs or assigns, or his or their steward for the time being.

DATED, &c.

(*k*) See n. (*z*), p. 235.

(*l*) See n. (*b*), p. 236.

(*m*) See n. (*x*), p. 235.

(*n*) Interest at the rate of £4 per centum per annum is payable in all cases from the time when each instalment falls due (31 & 32 Vict. c. 124, s. 9).

(*o*) The foregoing license must, when required by the lease, be in writing, in order to guard against forfeiture; as to which see the 22 & 23 Vict. c. 35, and the 44 & 45 Vict. c. 41, s. 14.

Care should be taken to see that by the lease a steward or agent is authorized to grant the license or it will be ineffectual. In some leases only the lessor's name is inserted for this purpose. No stamp required.

(*p*) Or, if leasehold—to assign and transfer unto (*the purchaser*) his executors, administrators, and assigns.

(*q*) Or, if so—by way of mortgage.

(*r*) Or,—ALL THAT close of land called “——,” &c., with its appurtenances, situate, &c.

(*s*) Or,—for the term of ——— years now determinable with the said lives—or, the lives of, &c. (*stating them*).

(*t*) Or, if leasehold—transfer.

## No. CCLXXXIX.

*To use a Patented Invention (u).*

WHEREAS LETTERS PATENT for the United Kingdom of Great Britain and Ireland, dated, &c., and numbered —, were granted unto (*the patentee*) (*v*) for the exclusive privilege of preparing [manu-  
facturing], using, and vending a certain invention of [*here state the  
subject of the patent in the words of the letters patent* (*x*)] as appears by  
the registry thereof in the Patent Office, on the — day of —,  
One thousand eight hundred and —.

AND WHEREAS the said (*grantor*) has, in consideration of —  
pounds (*y*), agreed to give and grant unto the said (*licensee*) leave  
and licence and the [sole (*z*)] right to exercise, practice, and use the  
said invention within the [district of the] said county of W. (*a*) for  
his own [exclusive (*b*)] use and benefit:

NOW THESE PRESENTS WITNESS that, in consideration of [the sum  
of] — pounds sterling, now paid (*c*) by the said (*licensee*) to the  
said (*grantor*), who [hereby] acknowledges the receipt thereof, HE,  
the said (*grantor*) DOth hereby give and grant unto him, the said  
(*licensee*), who hereby accepts,

ALL THAT the full and [exclusive] right, power, privilege, licence,  
and authority conferred by the said letters patent, to use, exercise,  
and practice the said invention within the said [district of] county  
of W. (*d*); [but not elsewhere], for his own absolute use and benefit,  
DURING the whole of the unexpired term granted by the said letters  
patent, in as full, ample [exclusive], and beneficial a manner as the

(*u*) Stamp 10s. The licence must be under seal; see wording as to forbidding the  
use of the patented invention except with "the consent, licence, or agreement of the  
said patentee in writing under his hand and seal." Form of Patent, Form D., in first  
Schedule of 46 & 47 Vict. c. 57 (Patents, Designs, and Trade Marks Act, 1883).

(*v*) *Or*,—inventor.

(*x*) *As*, if photographers,—a valuable and improved method of applying colours to  
albumenized and other surfaces—*or*, if wood,—for rendering wood more durable and  
uninflammable (*or*, as the case may be).

If the benefit of the patent has been assigned, here add—which said letters patent,  
with the rights, privileges, and benefits pertaining thereto, have, by an indenture dated,  
&c., and made, &c., been wholly assigned to, and is now solely and absolutely vested  
in the said (*assignee*); and such assignment was, on the — day of — last, duly  
registered in the Patent Office.

(*y*) If payable by instalments, here add—payable by instalments as hereinafter  
mentioned.

(*z*) *Or*,—limited.

(*a*) *Or*, other district as—the Eastern (*or other*) Counties, namely (*here state  
them*).

(*b*) If not exclusive, omit the word here and below.

(*c*) *Or*, if part be payable by instalments, here add—and of the further sum of  
— pounds to be paid by the following instalments (*stating them as*), namely, the  
sum of — pounds, on the — day of — next,—the further sum of — pounds  
on the — day of — next,—and the further sum of — pounds on the — day  
of — next.

(*d*) *Or*,—the district aforesaid.

same could or might have been held, used, exercised, and enjoyed by the said (*grantor*) if this licence had not been granted (*e*).

TOGETHER with all other rights, powers, privileges, profits, emoluments, and advantages whatsoever to be derived from, or incident or appertaining to the said invention (*f*).

AND THE said (*grantor*) hereby agrees with the said (*licensee*), that (*g*) he will instruct him, or cause him, or any one competent person to be appointed by him, to be instructed in the use and application of the said invention and art;

AND ALSO that he will at the request and expense of the said (*licensee*), at any time hereafter, during the said term, assign and transfer the licence, rights, powers, and authorities hereinbefore mentioned unto the said (*licensee*), or to such person or persons as he shall appoint; but subject [in all respects] to the stipulations [and conditions] herein contained.

AND THE said (*licensee*), for the considerations aforesaid, hereby agrees with the said (*grantor*), that he will not at any time, during the continuance of this licence, assign, transfer, or otherwise part with the right, interest, licence, and authority hereby given and granted so as to make more than one person or firm (as the case may be) to manufacture, use, exercise, practice, sell, or dispose of the said invention, or any [works], articles, and things manufactured or produced under or by virtue thereof, either within the district aforesaid or elsewhere (*h*).

IN WITNESS whereof the said (*grantor*) has hereunto set his hand

(*e*) If there be any reservation, here add—SUBJECT, nevertheless, to the power which is hereby reserved to and for the said (*grantor*) to exercise—or, to grant a similar licence to one other person or firm to exercise—the same rights within [and over] the last mentioned district.

(*f*) If any exception, here add—except as aforesaid. If the purchase money is to be paid by instalments, it would be proper to insert here the following clauses:—BUT this licence is granted [and executed] upon the following express conditions, namely,—that, if the several instalments above mentioned, or either of them, shall not be duly [and promptly] paid when and as they shall respectively come due as aforesaid [or, within ——— days thereafter], then the right, benefit, and interest hereby conferred shall thereupon revert to the said (*grantor*), and these presents shall become absolutely null and void; but without prejudice to any claim which shall have then accrued to either party under it; AND ALSO, that, until the said purchase money shall have been fully paid, the said (*licensee*) shall have no power or right to sell, assign, or give to, or vest in any other person or persons the licence and rights hereby given, or conferred [but shall have only the right to use, exercise, and practice the same by himself and his servants, and agents, within the district aforesaid].

(*g*) If the consideration money is to be paid by instalments, here insert—after full payment of the said consideration money, he will, &c. (*as above*).

(*h*) If the right is to be limited to the works or articles or things manufactured by the licensee, here insert the following clause—AND ALSO that this licence and authority shall only apply to articles and things manufactured or produced by the said (*licensee*) by virtue hereof, and not to those manufactured or produced by the said (*grantor*).

This clause is necessary for the purpose of preventing questions and disputes respecting the intermixture of the productions of the respective parties; for without this precaution, those of the grantor, although manufactured out of the prescribed ambit, being found within it, may give rise to such questions and disputes.

and affixed his seal, at W., this — day of —, One thousand eight hundred and —.

SIGNED, SEALED, and DELIVERED }  
by the above-named (grantor) in } (Signature) (L. s.)  
the presence of . . . }

WITNESS,

(Signature) of, &c., Grocer (i).

## MINUTES.

No. CCXC.

*Of Proceedings at first meeting of Creditors in  
Bankruptcy (k).*

No. — of 188—.

In the High Court of Justice (l),

In Bankruptcy.

Re (debtor).

Minutes of resolutions come to and proceedings had at the first meeting of creditors held at —, this — day of —, 18—. Chairman, the official receiver (m).

Resolved as follows:—

That (debtor) shall be adjudged bankrupt, and that the official receiver do apply to the Court to make the adjudication.

That —, of — (n), shall be the trustee of the property of the bankrupt at (remuneration) (o).

That — and — (p) be appointed the committee of inspection in this bankruptcy for the purpose of superintending the administration of the property of the bankrupt by the trustee (q).

(Here add any other resolutions that may be come to as to the manner of the administration of the property by the trustee or the transfer of the proceedings to another Court.)

(Signature),

Chairman.

(i) An examined copy of the licence must be left, and the original licence produced, at the Patent Office by the licensee, with a request (addressed to the Comptroller) that a notification thereof may be entered in the register. See Patent Rules, 1883, No. 74, and Form M. to second Schedule.

(k) See No. 59 Bankruptcy Forms, 1883.

(l) Or, in the County Court of —, holden at —.

(m) Or, the official receiver being absent — of — chairman.

(n) Residence and occupation.

(o) Or, that the appointment of a trustee in this bankruptcy be made by the committee of inspection.

(p) Not more than five nor less than three persons: Bankruptcy Act, 1883, s. 22 (1).

(q) Or, that [the debtor's] proposal for a composition—or, scheme—be entertained, and that this meeting be adjourned to the — day of — for the purpose of settling—or, further considering—the terms thereof.

Number.	Assenting Creditors' Signatures (r).	Amount of Proof.			Number.	Dissenting Creditors' Signatures.	Amount of Proof.		

No. CCXCI.

*Of Meeting for receiving Resignation of Trustee in  
Bankruptcy (s).*

In the, &c. (*as in preceding form*).

MINUTES of proceedings had at a meeting of creditors of the said bankrupt, held at — on the — day of —, 18—.

Chairman of meeting, — of —.

Resolved:

*(Here should follow resolutions.)*

*(Signature of Chairman.)*

Chairman of this meeting.

## MORTGAGES (t).

No. CCXCH.

### *Statutory (u).*

THIS INDENTURE made, by way of statutory mortgage, the — day of —, one thousand eight hundred and —. BETWEEN (*the mortgagor*) (v), of, &c., grocer, of the one part; and (*the mortgagee*), of, &c., draper, of the other part.

(r) When a resolution is carried unanimously the creditors need not sign, but when a division is taken all creditors and holders of proxies voting should sign. The signatures must be attached at the meeting. Resolutions should be put separately.

(s) See No. 68 of the Bankruptcy Forms, 1883. A trustee intending to resign his office must call a meeting of creditors to consider whether his resignation shall be accepted or not, and must give not less than seven days' notice of the meeting to the official receiver. A report of the acceptance of the resignation and of the appointment of a new trustee must be sent to the Board of Trade: see Bankruptcy Rules, 1883, No. 223, and No. 73 of the Bankruptcy Forms, 1883.

(t) Stamp ad valorem on sum secured, see Stamp Act, 1870, tit. "Mortgage."

(u) By a note appended to this form in the 3rd schedule (part i.) of the Conveyancing and Law of Property Act, 1881 (44 & 45 Vict. c. 41), variations may be made "for leasehold land or other matter." For what would fall under "other matter," see the definition of the word "property" in s. 2 (i.) of the Act.

(v) The words in italics throughout the form are introduced by the author, the names being substituted for the initials A. and M. used in the statutory form.

WITNESSETH that in consideration of the sum of — pounds now paid to (*the said mortgagor*) by (*the said mortgagee*), of which sum (*the said mortgagor*) hereby acknowledges the receipt (*x*), (*He, the said mortgagor*), as mortgagor and as beneficial owner, hereby conveys to (*the said mortgagee*)

ALL THAT, &c. (*here describe the property*) (*y*). To HOLD (*the same un*) to and to the use of (*the said mortgagee*) in fee simple: For securing payment on the — day of —, one thousand eight hundred and —, of the principal sum of — pounds, as the mortgage money, with interest thereon at the rate of — per centum per annum (*z*).

IN WITNESS, &c.

(*Signature of the mortgagor*) (L.S.).

SIGNED, SEALED, and DELIVERED (*as at p. 55*).

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### No. CCXIII.

#### *Statutory to Trustees (a).*

THIS INDENTURE of MORTGAGE, made the — day of —, one thousand eight hundred and —, BETWEEN (*the mortgagor*) (*b*), of, &c., [grocer] of the one part, and (*the mortgagees*) of, &c., of the other part:

WITNESSETH that, in consideration of the sum of — pounds paid to [the said] (*mortgagor*) by the said (*mortgagees*) out of money belonging to them on a joint account, of which sum [the said] (*mortgagor*) hereby acknowledges the receipt, [THE SAID] (*mortgagor*) hereby covenants with [the said] (*mortgagees*) to pay to them, on the — day of —, one thousand eight hundred and —, the sum of — pounds, with interest thereon, in the meantime, at the rate of — per centum per annum; and also, as long after that day as any principal money remains due under this mortgage, to pay to [the said] (*mortgagees*) interest thereon, at the same rate, by equal half-yearly payments, on the — day of — and the — day of —:

AND THIS INDENTURE ALSO WITNESSETH that for the same consideration [the said] (*mortgagor*), as beneficial owner, hereby conveys to [the said] (*mortgagees*) ALL THAT, &c. (*y*).

To HOLD [the same un] to and to the use of [the said] (*mortgagees*)

(*x*) No receipt for the consideration money need now be endorsed on the mortgage, the acknowledgment in the body of the deed being substituted for, and invested with the whole force of both the old forms in, and on the deed.

(*y*) See forms in the author's Practical Agreements.

(*z*) As to covenants deemed to be included in the statutory form of mortgage of freehold or leasehold land, see s. 26 (1) and (2) and s. 28 of the Conveyancing Act, 1881.

(*a*) See schedule 4, No. 1, of 44 & 45 Viet. c. 41.

(*b*) The words in italics, except the two last lines, and those within brackets, have been introduced by the author.

in fee simple, SUBJECT to the proviso for redemption following, (namely), that if [the said] (*mortgagor*), or any person claiming under him, shall, on the — day of —, one thousand eight hundred and —, pay to [the said] (*mortgagees*) the sum of — pounds, and interest thereon, at the rate aforesaid, then [the said] (*mortgagees*), or the person claiming under them, will, at the request and costs of [the said] (*mortgagor*), or the person claiming under him, reconvey the premises to [the said] (*mortgagor*), or the persons claiming under him :

AND [the said] (*mortgagor*) hereby covenants with [the said] (*mortgagees*) as follows (*c*). [*Here add covenant as to fire insurance or other special covenant required.*] IN WITNESS, &c.

## NOTICES.

### No. CCXCIV.

#### *Of Claim and of Appointment of an Arbitrator under "The Lands Clauses Consolidation Act, 1845."*

To the G. W. Railway (*or other*) Company.

I, (*the landowner*), of, &c., grocer, being seised and possessed of, or otherwise well entitled to, certain lands and other premises situate in the [tithing and] parish of —, in the county of C.; which said lands and premises are more particularly described in the schedule annexed to the notice next hereinafter mentioned, having received a certain notice (*d*) from you the above-named company, bearing date [respectively], &c., demanding from me a statement in writing of the particulars of my estate and interest in certain lands therein mentioned and required for the purposes of the said company, and also of the claims made by me in respect of the same, *do hereby give you notice*, that I claim an estate of fee simple in possession of and in the said lands; And that I also claim the sum of — pounds for the purchase of my interest in the lands specified in the said notices as required for the purposes of the said company, and for compensation for injury and other the damage sustained and which will be sustained by me by reason of the execution of the works of the said company. AND *I also hereby give you notice*, that unless you the said company agree to pay the sum of money above claimed, it is my desire that the amount to be paid to me in respect of the above claims shall be settled by arbitration, in the manner prescribed in "The Lands Clauses Consolidation Act, 1845." AND *I hereby give you further notice*, that I have, by writing under my hand, bearing even date herewith, nominated and appointed C. D., of, &c., surveyor, to be the arbitrator on my behalf in the matter aforesaid (*e*), and

(*c*) The following words follow the statutory form, in italics.

(*d*) *Or*,—**certain notices.**

(*e*) For form of appointment, see No. lxxxviii., p. 42.



hereby request you to nominate and appoint some person to act as arbitrator on your behalf in the said matter.

WITNESS my hand this — day of —, 18—.

(Signature.)

No. CCXCV.

*To Arbitrators to appoint an Umpire.*

The Lands Clauses Consolidation Act, 1845.

In the matter of the Arbitration between A. B., of, &c., and  
The G. W. Railway (*or other*) Company.

To C. D., of, &c., surveyor, and E. F., of, &c., surveyor, the persons nominated and appointed to be arbitrators in the matter aforesaid.

YOU are requested to take NOTICE that if you refuse or neglect, for *seven* days after this request made to you, to appoint an umpire to decide on any such matters in which you shall differ, under the provisions of the above-mentioned Act, or the Act under which the above-named company are incorporated, an application will, after the expiration of the said period of seven days, to be computed from the time upon which this request is made to you, be made by the said company to — (*f*) to appoint an umpire under the provisions of the above-mentioned Act [intituled "The Lands Clauses Consolidation Act, 1845 "].

DATED this — day of —, 18—.

A. B., Secretary.

No. CCXCVI.

*Of Change of Solicitor (g).*

In the High Court of Justice,

— Division.

BETWEEN, &c.

TAKE notice that I, the above-named (*plaintiff*) (*h*), have changed my solicitor herein, and that I have appointed Mr. —, of —,

(*f*) **The Board of Trade** (in the case of a railway company), *or* (in any other case) **two justices.**

(*g*) No order is now required, but the notice must be filed in the Central Office, and a copy served on the opposite solicitor, and on any other person immediately connected with the proceedings, and in causes or matters pending in the Chancery Division, left in the chambers of the judge to whom the cause or matter is assigned: Rules of Supreme Court, 1883, Ord. 7, r. 3. The former practice in equity is now followed in all the courts, and the payment of the former solicitor's costs is not (except under exceptional circumstances) a condition precedent to the right to change: *Grant v. Holland*, 3 C. P. D. 180.

(*h*) *Or*,—defendant—or, we, the above-named Plaintiffs—or, Defendants.

as the solicitor to sue (*i*) for me herein, in place of Mr. —, of — (*k*).

DATED the — day of —, 18—.

(*Signature of plaintiff*) (*l*).

To the above-named defendant (*m*)  
and Mr. —, his solicitor, and  
to all whom it may concern.

—  
No. CCXCVII.

*By Solicitor to Witnesses.*

— Street,

London,

—, 18—.

I beg to inform you that the trial of (*the accused*) will take place on —, the — day of — instant (*n*), when your attendance, pursuant to your recognizance, is required precisely at — o'clock in the morning, at the Central Criminal Court, holden at the Old Bailey, Newgate Street, London (*o*).

I am, &c.,

(*Signature*)

Solicitor for —.

To Mr. W. W.

(*Address.*)

—  
No. CCXCVIII.

*By Innkeeper of Sale of Chattels (p).*

NOTICE. If the gentleman, of A., should not take away his horse and carriage, which he left at the — hotel, in D., Herts (*q*), by the — instant, the same will be sold, by auction, in the public market, at D., on that day, to defray the keep of the animal and the expenses incurred.

(*The bailee.*)

(*i*) Or,—defend.

(*k*) Add (if necessary)—and further take notice that the London agent of the said Mr. — is Mr. —, whose address for service is —.

(*l*) Or,—Defendant.

(*m*) Or,—Plaintiff.

(*n*) Or,—next.

(*o*) Or, other place as—at —, in the county of —.

(*p*) To be inserted in one London and one local newspaper at least one month before sale, 41 & 42 Vict. c. 38, s. 1.

(*q*) Or,—if the gentleman, residing at A., who, on the — of — instant—or, last—left his horse and carriage (*or, other property*) at the — hotel, at D., Herts, do not take the same away and pay my charges by the — instant, they will be sold, &c. (*as above*). If the name of the owner or person who deposited or left the chattel be known, it must be stated.

## No. CCXCIX.

*Of Dissolution of Co-partnership.*

NOTICE is hereby given, that the partnership heretofore existing (*r*) between us the undersigned (*naming the parties*), in the trade or business of (*naming it*) carried on by us (*s*) at W., in the county of D., under the firm of "W. K. and Co.," was dissolved (*t*) on the — day of — instant, by effluxion of time (*u*). All debts due to and owing by the late firm will be received and paid by the undersigned (*continuing partners*), by whom the business will in future be carried on at W. aforesaid, [under the style or firm of "W. and Co."] (*y*).

DATED this — day of —, 18—.

## No. CCC.

*Of the continuation of a Business by a Surviving Partner.*

MR. (*the continuing partner*) [of, &c., Draper], begs to take this opportunity of announcing to his friends and customers, that the death of his late partner, Mr. (*the deceased partner*), will not in any way affect the conduct of the business of Drapers (*z*) carried on by them in D. street in S. aforesaid; AND that the same will be carried on by him, as heretofore, under the firm of "A. B. & Co." (*a*) [for the joint interest of himself and the representatives of his late partner (*b*)], in D. street, at F. aforesaid (*c*).

D—.

(*Date.*)

(*r*) Or,—subsisting.

(*s*) Or,—lately carried on.

(*t*) Or,—has this day been dissolved by mutual consent.

(*u*) If as to one partner only, here add—as to R. K.—or, was on the — day of — last—or, instant—dissolved by the death of R. K.; whose will was duly proved in [the District Registry of] the Probate Division of the High Court of Justice [at B.] on the — day of — last, and probate thereof was granted to us, the undersigned (*the executors*), the executors therein named.

(*y*) It is usual to add here—AND all debts due to, and all the debts and liabilities of the said firm [if continuing, but if not—of the late firm] will be received and discharged by the said (*continuing partners*); to which can be added—by whom the said business will be carried on in future—or, from this date—at the above-named place—or, in — Street, in the city—or, county — of C., under the same style or firm—or, the style or firm of "A. & B. Bros."

(*z*) Or, other business, naming it.

(*a*) Here state the exact style of the firm.

(*b*) Or, as the case may be.

(*c*) This form can be easily converted into a circular letter by putting it in the first person.

## No. CCCI.

*By Creditor that Interest will be Claimed (d).*

(Address.)

(Date.)

I hereby demand of you immediate payment of £——, due to me in respect of —— (e), delivered to you on the —— day of —— last, and take notice that I claim interest upon the said amount of £—— at the rate of —— per cent. per annum from the date of this demand until actual payment of the said debt, and I require you to pay such interest accordingly.

(Creditor.)

To Mr. (debtor).

---

## No. CCCII.

*To a Company to stop transfer of Stock or receipt of Dividends (f).*

In the High Court of Justice.

Chancery Division.

(name of Judge.)

In the matter of —— (g),  
and

In the matter of the Act of  
Parliament, 5 Viet. c. 5.

To the —— (h).

Take notice that the stock comprised in and now subject to the trusts of the —— (i) referred to in the affidavit to which this notice is annexed, consists of the following, that is to say—— (k).

This notice is intended to stop the transfer of the stock only, and not the receipt of dividends (l).

(Signature (m).)

(d) Except in the case of bills, notes, &c., there is no implied interest on simple contract debts, and therefore if the debt is not payable at a time certain, demand of payment by notice in writing is requisite, see 3 & 4 Will. iv., c. 42, s. 28.

(e) Describe the goods or other chattels delivered.

(f) See Rules of Supreme Court, 1883, Appendix B., No. 22.

(g) State the nature of the document comprising the stock, and the date, &c., as in the heading to the affidavit to which this notice is annexed. See the form of affidavit, *post*, title "Restraining Order."

(h) Here add name of the company, *e.g.*—the Governor and Company of the Bank of England.

(i) Settlement—or, will, &c.

(k) Here specify the stock, *e.g.*—the sum of —— pounds—or (if so), being part of the sum of —— pounds—3 per cent. Consolidated Bank Annuities now standing in the names of —— and —— in your books.

(l) Or,—the receipt of the dividends on the stock, as well as the transfer of the stock.

(m) Name and address of person giving the notice or of his solicitor.

## No. CCCIII.

*To a Bank for Savings of a Claim upon a Sum invested, and not to pay it over until such Claim is satisfied.*

I, the undersigned (*the claimant*), of, &c., Grocer, hereby give you NOTICE not to pay over to the stewards or any other member of "The Tradesmen's Union" (*or other society*), at W. aforesaid, all or any of the moneys or funds invested by or on behalf of such society, into, and now held, on its behalf, by the — Bank for Savings, until a certain claim, which I the said (*claimant*) now have thereon, shall have been duly adjusted and satisfied.

DATED this — day of —, 18—.

(*Signature.*)

To the trustees and actuary  
of the — Bank for Savings }  
at H., Kent.

## No. CCCIV.

*(Preliminary) To Creditors to furnish Claims against a Deceased Person (n).*

A. B., deceased.

NOTICE IS HEREBY GIVEN, That all persons having CLAIMS or DEMANDS against or upon the estate of (*the deceased*), late of, &c., widow [who died on the — day of —, 18—], are required to send to me [the undersigned] at my office, at C. aforesaid, full particulars of such claims or demands, on or before the — day of — next, in order that the same may be examined by the executor of her will (*o*), and, if found correct, duly discharged (*p*).

DATED this — day of —, 18—.

H. M.,

Solicitor to the executor.

## No. CCCV.

*By an Executor or Administrator to Creditors before final distribution of the Assets (q).*

J— B—, deceased.—Pursuant to the provisions of an Act of Parliament, of the 22 & 23 Vict. c. 35, intituled "An Act to further

(*n*) This form may be conveniently used to enable the executor or administrator, before applying for probate or letters of administration, to state the amount required to be furnished with the affidavit for the Inland Revenue Department.

(*o*) *Or*,—administrator.

(*p*) Here can, and should be added, when desirable—AND all persons indebted to the said deceased—or, estate—are requested to pay the amount of their respective debts to the said executor—or, administrator—or, to me (*or other person*).

(*q*) This is the form usually inserted as an advertisement in the newspapers, and is founded upon s. 29 of the Act. It will not prejudice the right of any creditor or

amend the Law of Property, and to relieve Trustees," Notice is hereby given that all creditors and persons having any debts, claims or demands upon or against the estate of J—— B——, formerly of ——, near ——, in the county of ——, but late of ——, near T—— W——, in the county of ——, Esq., deceased (who died on or about the —— day of ——, 18——, and whose will, with —— codicils thereto, was proved in the Principal (*r*) Registry of the Probate Division of the High Court of Justice on the —— day of —— last, by —— and ——, Esqs., two of the executors named in the said will and codicils) (*s*), are hereby required to send in particulars in writing of their debts, claims or demands to us (*t*), the undersigned, on or before the —— day of —— next, and notice is hereby further given that at the expiration of such time the said executors (*u*) will proceed to administer the estate and distribute the assets of the said deceased amongst the persons entitled thereto, having regard only to the claims and demands of which the said executors shall then have had notice, and that the said executors (*x*) will not be liable for the assets of the said deceased, or any part thereof, so distributed, to any person or persons of whose claim or demand they shall then not have had notice.

DATED this —— day of ——, 18——.

(*Name of solicitor and address.*)

Solicitors for the said executors (*y*).

—  
No. CCCVI.

*To Creditors pending an Administration Action (z).*

PURSUANT to an order (*a*) of the High Court of Justice, Chancery Division, made in the matter of the estate of ——, deceased, and in an action, 18——, —, No. —, A. B. against C. D., widow (*b*), and another, the creditors of ——, late of No. —, —— street, ——, in the county of ——, Grocer, (*c*), who died in or about the month of ——, 18——, are on or before the —— day of ——,

claimant to follow the assets, or any part thereof, into the hands of the person or persons who may have received the same respectively. Nor will the section protect an executor when he is the residuary legatee, or when the estate is insolvent.

(*r*) Or,—District.

(*s*) Or,—administration of whose estate and effects was granted to —— of ——, in the county of ——, on the —— day of ——, 18——, by the principal—or, district—registry (*if district, add at ——*) of the Probate Division of the High Court of Justice.

(*t*) Or,—to the said —— and ——, or, to one of them—or, to us the undersigned, their solicitors.

(*u*) Or,—administrator.

(*x*) Or,—administrator.

(*y*) Or,—administrator.

(*z*) This is the usual form inserted as an advertisement in the newspapers.

(*a*) Or,—judgment.

(*b*) Or, as the case may be.

(*c*) Or, as the case may be.

18—, to send by post prepaid to H—, of No. —, W—, London, E.C., the solicitor of the defendant C. D., widow, the administratrix (*d*) of the deceased, their Christian and surname, addresses and descriptions, the full particulars of their claims, a statement of their accounts, and the nature of the securities (if any) held by them, or in default thereof they will be peremptorily excluded from the benefit of the said order (*e*). Every creditor holding any security is to produce the same before Mr. Justice —, at his Chambers, at the Royal Courts of Justice, London, on —, the — day of —, 18—, at — o'clock in the — noon, being the time appointed for adjudication on the claims.

DATED this — day of —, 18—.

\_\_\_\_\_  
Chief Clerk.

\_\_\_\_\_  
Solicitor,  
of, &c.

### No. CCCVII.

#### *To Claimants other than Creditors.*

Pursuant to an order (*f*) of the High Court of Justice made in the matter of the estate of — —, deceased, and in an action (18—, —, No.—) against the persons claiming to be next of kin (*g*) to — —, late of —, in the county of —, who died on or about the month of — (*h*), 18—, are in person, or by their solicitors on or before the — day of —, 18—, to come in and prove their claims at the Chambers of Mr. Justice —, at the Royal Courts of Justice, or in default thereof they will be peremptorily excluded from the benefit of the said order (*i*).

— day, the — day of —, 18—, at — o'clock in the — noon at the said Chambers, is appointed for hearing and adjudicating upon the said claims.

DATED this — day of —, 18—.

\_\_\_\_\_,  
Chief Clerk (*k*).

(*d*) *Or*,—~~executrix~~—*or*, as the case may be.

(*e*) *Or*,—~~judgment~~.

(*f*) *Or*,—~~judgment~~.

(*g*) *Or*,—~~to be the heir of~~—*or*, as the case may be.

(*h*) Insert the correct date, if known.

(*i*) *Or*,—~~judgment~~.

(*k*) When this form is inserted as an advertisement in the newspaper, it is well to add the name and address of the solicitor of the party having the conduct of the action.

## No. CCCVIII.

*To Creditor to Prove his Claim.*

In the High Court of Justice.

188—, (l), No.—.

Chancery Division.

Mr. Justice ———.

In the matter of the estate of  
 ——— ———, late of ———, in  
 the county of ———, deceased.

Between ——— ——— (m), plaintiff,  
 and  
 ——— ———, defendant.

You are hereby required to prove the claim sent in by you against the estate of ——— ———, deceased. You are to file such affidavit as you may be advised in support of your claim, and give notice thereof to me, on or before the ——— day of ——— next, and to attend in person or by your solicitor at the Chambers of Mr. Justice ———, at the Royal Courts of Justice, London, E.C., at ——— o'clock in the ———-noon, on the ——— day of ———, 18—, being the time appointed for adjudicating on the claim.

DATED this ——— day of ———, 18—.

—————  
 of———,  
 Solicitor for the plaintiff (n).

## No. CCCIX.

*To Creditor to Produce Documents.*

In the, &amp;c. (as in the preceding form).

You are hereby required to produce, in support of the claim sent in by you against the estate of ——— deceased ——— (o), before Mr. Justice ———, at his Chambers at the Royal Courts of Justice, London, E.C., at ——— o'clock in the ——— noon on the ——— day of ———, 18—.

DATED this ——— day of ———, 18—.

—————  
 of ———  
 Solicitor for plaintiff (p).

(l) Initial letter of surname of deceased.

(m) Add (if so)—on behalf of himself and all other creditors of ———, deceased.

(n) Or,—Defendant.

(o) Here describe the document required.

(p) Or,—Defendant.



## No. CCCX.

*To Creditors of Petition to Wind up Company.*

In the High Court of Justice.

Chancery Division.

In the matter of the Companies Acts, 1862 and 1867, and in the matter of the ——— Company (Limited).—Notice is hereby given, that a petition for the winding-up of the above-named company by Her Majesty's High Court of Justice was, on the ——— day of ———, 18—, presented to the High Court of Justice by ———, of No. ———, ——— street, ———, in the county of ———, gentleman, a creditor of the said company; AND that the said petition is directed to be heard before Mr. Justice ———, on the ——— day of ———, 18—, and any creditor or contributory of the said company desirous to oppose the making of an order for the winding-up of the said company under the above Act, should appear at the time of hearing by himself, or his counsel, for that purpose, and a copy of the petition will be furnished to any creditor or contributory of the said company requiring the same by the undermentioned on payment of the regulated charge for the same.

DATED this ——— day of ———, 18—.

—————  
of, &c.,  
Solicitors for the petitioner.

## No. CCCXI.

*Of Assignment to Trustees for Benefit of Creditors.*

NOTICE IS HEREBY GIVEN that (*the debtor*), of, &c., Grocer, has, by an indenture, bearing date, &c., assigned all his [estate and] effects to trustees (*q*) for securing the payment of his debts, in full, by instalments; and his creditors are therefore requested, either personally or by agent, to forthwith execute such deed, which will lie at my office, at B., aforesaid, for that purpose until the ——— day of ——— next; AND that all such creditors as shall not execute it (*r*)

(*q*) This course is sometimes adopted when a tradesman—a draper, for example—is in the hands of his creditors, forming a trade union, who are certain to carry out the arrangement, save expense, and prevent his ruin. This is accomplished by means of a deed of inspection. (See the author's volume of Practical Agreements.) It however affords no protection against bankruptcy, as it is an act of bankruptcy (46 & 47 Vict. c. 52, s. 4 (A)), and it is therefore very important to secure the accession to it of all the creditors.

(*r*) Or,—agree, in writing, to execute it—or, signify his or their assent to it.

within ——— calendar months (*s*) from the date thereof will be excluded from the benefit of an early settlement of their claims.

W. (*Place*).

(*Date*).

\_\_\_\_\_  
Solicitor to the trustees.

No. CCCXII.

*In Bankruptcy (t).*

No.—, of 18—.

In the High Court of Justice (*u*).

In Bankruptcy.

Re (*the debtor*).

Ex parte (*the creditor*).

To A. B. (*x*) of——.

Take notice, that within [*seven*] days after service of this notice on you, excluding the day of such service, you must pay to C. D. of ——— the sum of £—— claimed by him as being the amount due on a final judgment obtained by him against you in the ——— Court, dated ———, whereon execution has not been stayed, or you must secure or compound for the said sum to [*his*] satisfaction or the satisfaction of the Court: or you must satisfy the Court that you have a counter-claim, set-off, or cross-demand against C. D., which equals or exceeds the sum claimed by him, and which you could not set up in the action in which the judgment was obtained (*y*).

DATED ———.

By the Court.  
Registrar.

(*s*) Or, ——— days.

(*t*) Stamp 5s. See No. 6 of Bankruptcy Forms, 1883. For the affidavit of service of this notice, see *ante*, Form No. cxxi., p. 68. For the mode of procedure, see Bankruptcy Rules, 1883, Nos. 118, 119; and for the form of request for the issue of the notice, see No. 5 of Bankruptcy Forms, 1883.

(*u*) Or,—in the County Court of ——— holden at ———.

(*x*) Or,—A. B. & Co.

(*y*) On the notice is indorsed:—You are specially to note,—That the consequences of not complying with the requisitions of this notice are that you will have committed an act of bankruptcy, on which bankruptcy proceedings may be taken against you.

If however you have a counter-claim, set-off, or cross-demand, which equals or exceeds the amount claimed by C. D. in respect of the judgment, and which you could not set up in the action in which the said judgment was obtained, you must within ——— days apply to the Court to set aside this notice, by filing with the registrar an affidavit to the above effect.

[*Name and address of solicitor suing out the notice*] or—

This notice is sued out by [C. D.] in person.

## No. CCCXIII.

*In Gazette of Substituted Service of Bankruptcy Petition (z).*  
*In the High Court of Justice (a).*

In Bankruptcy.

IN THE MATTER OF a bankruptcy petition filed the — day of —, 18—.

To A. B. of —.

Take notice, that a bankruptcy petition has been presented against you to this Court by C. D. of —, and the Court has ordered that the publication of this notice in the *London Gazette* and in the — newspapers, shall be deemed to be service of the petition upon you, and further take notice that the said petition will be heard at this Court on the — day of — at — o'clock in the — noon, on which day you are required to appear, and if you do not appear the Court may make a receiving order against you in your absence.

The petition can be inspected by you on application at this Court.

DATED the — day of — 18—.

(Signature.)  
 Registrar.

## No. CCCXIV.

*Of Receiving Order in Bankruptcy (b).*

In Bankruptcy.

NOTICE IS HEREBY GIVEN that on a petition dated the — day of —, 18—, a receiving order against — of — (c) was made by the High Court of Justice (d) on the — day of —, 18—.

Official Receiver.

## No. CCCXV.

*Of Adjudication (e).*

In Bankruptcy.

NOTICE IS HEREBY GIVEN, that — of — (f) was on the — day of —, 18—, adjudged bankrupt by the High Court of Justice (g).

Official Receiver.

(z) See No. 16 of Bankruptcy Forms, 1883.

(a) Or,—in the County Court of — holden at —.

(b) This is the form to be inserted in the local papers.

(c) Insert name, address, and description of debtor.

(d) Or,—County Court of — holden at —.

(e) This is the form inserted in the local papers.

(f) Insert name, address, and description of bankrupt.

(g) Or,—the County Court of — holden at —

No. CCCXVI.

*To Creditors of First Meeting.*In the High Court of Justice (*h*).

In Bankruptcy.

Re (*the debtor*).

TAKE NOTICE that the first meeting of creditors in the above matter will be held on the — day of —, 18—, at — (*i*), at — (*k*).

To entitle you to vote thereat your proof must be lodged with me *one clear day at least* before the meeting.

Forms of proxies can be obtained from me on payment of —.

The public examination of the debtor is fixed for — day of —, 18—, at — (*l*).

\_\_\_\_\_  
Official Receiver.To (*creditor*). \_\_\_\_\_

No. CCCXVII.

*To Debtor to attend First Meeting of Creditors.*In the, &c. (*as in preceding form*).

Take notice that the first meeting of your creditors will be held on the — day of —, 18—, at — o'clock, at — (*m*), and that you are required to attend thereat and submit to such examination and give such information as the meeting may require. And further, take notice that if you fail to comply with the requirements of this notice you will be guilty of a contempt of Court, and may be punished accordingly.

DATED the — day of —, 18—.

\_\_\_\_\_  
Official Receiver.(*h*) Or,—in the County Court of — holden at —.(*i*) Place.(*k*) Hour.(*l*) The following should be indorsed on the notice :

At the first meeting the creditors may (amongst other things)—

1. By special resolution resolve to entertain a proposal for a composition or scheme under s. 18 of the Act, either with or without the intervention of a trustee.

2. By ordinary resolution resolve that the debtor be adjudged bankrupt, and in that case they may also, by ordinary resolution, if the estate exceeds £300, appoint a trustee.

3. By ordinary resolutions fix the remuneration of the trustee, or resolve that the same be left to the committee of inspection; but if one-fourth in number or value of creditors dissent from the resolution fixing the trustee's remuneration, the Board of Trade is to fix his remuneration.

4. By ordinary resolution appoint a committee of inspection from among the creditors qualified to vote, or the holders of general proxies or general powers of attorney for such creditors.

5. By ordinary resolution determine the remuneration to be paid to the special manager, if one be appointed.

(*m*) Place where meeting will be held.

No. CCCXVIII.  
*Of Meeting of Creditors.*

In the, &c. (as at p. 258).

Take notice that a meeting of creditors in the above matter will be held on the — day of —, 18—, at —, at — o'clock in the — noon.

Agenda.

. . . . (n).

DATED the — day of —, 18—.

\_\_\_\_\_  
 Trustee (o).

N.B.—Forms of proxies can be obtained on application to the official receiver, on payment of —.

No. CCCXIX.

*Convening Second Meeting to Confirm Composition or Scheme.*

In the, &c. (as at p. 258).

In the matter of a proposed composition.

A second general meeting of the creditors of the above-named person (p) is hereby summoned to be held at —, on —, the — day of — instant (q), at — o'clock in — noon precisely. A majority in number representing three-fourths in value of all the creditors who have proved, may confirm the resolution come to at the first general meeting, to accept the proposed composition, which is to the following effect (r):—

If the composition be rejected the meeting may proceed to elect a trustee (s).

DATED the — day of —, 18—.

\_\_\_\_\_  
 Official Receiver.

No. CCCXX.

*To Creditors and Official Receiver of Application to Court to Sanction Composition or Scheme.*

In the, &c. (as at p. 258).

Take notice that application will be made to the Court on the

(n) Insert purpose for which meeting called.

(o) Or,—official receiver, as the case may be.

(p) Or,—persons.

(q) Or,—next—as the case may be.

(r) Set out the proposed terms.

(s) The report of the official receiver on the proposed composition should be annexed to this notice.

— day of —, 18—, to sanction the composition (t) approved on the — day of —, 18—, by the statutory majority of creditors.

DATED the — day of —, 18—.

(Debtor).

To (creditor) (u).

---

### No. CCCXXI.

*To Creditors of Meeting to remove Trustee and to appoint a Person to fill the Vacancy.*

In the, &c. (as at p. 258).

At the request of one-fourth in value of the creditors of the bankrupt a general meeting of the creditors is hereby summoned to be held at —, on the — day of —, 18—, at — o'clock in the — noon, for the purpose of considering the propriety of removing —, the trustee of the property of the bankrupt, from his office as such trustee, and in the event of his removal to appoint a person to fill the vacancy.

DATED the — day of —, 18—.

—  
A Member of the  
Committee of Inspection (x).

---

### No. CCCXXII.

*Of Meeting to be held to appoint new Trustee.*

In the, &c. (as at p. 258).

I, —, the official receiver in the above matter, hereby give you notice that a meeting of creditors will be held at —, on the — day of —, 18—, at — o'clock in the — noon, for the purpose of appointing a trustee in the place of the late trustee, who has resigned the office (y).

DATED the — day of —, 18—.

—  
Official Receiver.

To (creditor).

(t) Or,—scheme.

(u) The notice must also be sent to the official receiver: see Bankruptcy Act, 1883, s. 18 (4).

(x) Or,—official receiver.

(y) Or,—who has died—or, has become bankrupt.

## No. CCCXXIII.

*By Trustee of intention to Disclaim Lease.*

In the, &c. (as at p. 258).

Take notice that I intend to disclaim the lease dated the — day of —, 18—, whereby — (z) was let to the above-named debtor at a rent of £—.

If you do not within seven days after service of this notice upon you require me by notice in writing to bring the matter before the Court, I hereby disclaim the said lease as from the expiration of the said seven days.

DATED the — day of —, 18—.

\_\_\_\_\_  
Trustee.

To Mr. (lessor).  
\_\_\_\_\_

## No. CCCXXIV.

*Of Intention to declare Dividend.*

In the, &c. (as at p. 258).

A dividend is intended to be declared in the above matter. You are mentioned in the debtor's statement of affairs, but you have not yet proved your debt.

Creditors who have not proved their debts by the — day of —, 18—, will be excluded from this dividend.

DATED the — day of —, 18—.

To —.

\_\_\_\_\_  
Trustee.  
(Address.)

## No. CCCXXV.

*Of Intention to declare Final Dividend (a).*

In the, &c. (as at p. 258).

A final dividend is intended to be declared in the above matter.

If you do not establish your claim to the satisfaction of the Court on or before the — day of —, 18—, or such later day as the Court may fix, you will be excluded from dividend.

DATED the — day of —, 18—.

To —.

\_\_\_\_\_  
Trustee.  
(Address.)

(z) Here specify property.

(a) For the form of *notice* of dividend and the form of statement to accompany notice of dividend, see Forms Nos. 79 and 80, Bankruptcy Act, 1883.

No. CCCXXVI.

*Of Dividend (b).*In the, &c. (*as at p. 258*).

Dividend of — in the £.

(Address.)

(Date.)

Notice is hereby given that a — dividend of — in the pound has been declared in this matter, and that the same may be received at — office, as above, on —, the — of —, or on any subsequent Monday, between the hours of —.

Upon applying for payment this notice must be produced entire, together with any bills of exchange, or other securities held by you; and if you do not attend personally, you must fill up and sign the subjoined forms of receipt (e) and authority (d), when a cheque payable to your order will be delivered to the bearer (e).

(Trustee's signature.)

To (a creditor).

(b) See No. 80 of the Bankruptcy Forms, 1883.

(c) For the form of receipt, see *post*, title "Receipts."(d) For the form of authority, see *ante*, No. CIX., p. 60.

(e) This notice of dividend is to be accompanied by the following statement—In the, &c. (*as above*).

Statement showing the position of the estate at date of declared [first] dividend:—

Dr.

Cr.

		£	s.	d.			£	s.	d.
1884.	To total receipts from				1884.	By payments ..			
Jan. 4.	date of receiving order				Jan. 4.	„ fees, costs, and			
to	[or, declaration of first				to	charges under			
Apr. 30.	dividend] to date. ..				Apr. 30.	Rule 104 ..			
						„ preferential debts			
						paid ..			
						[Add any other par-			
						ticulars which may			
						seem necessary.]			
						By amount of dividend			
						of — in £ on			
						proofs admitted			
						for £— ..			
						„ Balance carried			
						forward ..			

Assets not yet realised estimated to produce £ —.

Creditors can obtain any further information by inquiry at the office of the official receiver or trustee of —.



## No. CCCXXVII.

*To Creditors of Debtor's Application for Discharge.*

No. —, of 18—.

In the High Court of Justice (*f*).

In Bankruptcy.

Re (*the debtor*).

TAKE notice that the bankrupt —, of —, has applied to the Court for his discharge, and that the Court has fixed the — day of —, 18—, at — o'clock, for hearing the application (*g*).

—,

Official Receiver.

To (*a creditor*).

—

## No. CCCXXVIII.

*To Sheriff of Rent due to Landlord of Execution Debtor (h).*

TO THE SHERIFF of the county of —, and to his under-sheriff and bailiffs, and all others whom it may concern.

WHEREAS I have been informed that you have taken the goods of (*the defendant*) in the house occupied by him at W., under and by virtue of a warrant of execution issued from the Queen's Bench Division of the High Court of Justice: Now (*k*) I HEREBY GIVE YOU AND EACH OF YOU NOTICE that the said (*defendant*) rents and holds the said house, with the appurtenances, of me as tenant from year to year [from the — day of —, 18—], at the annual rent of — pounds payable yearly (*l*), and that I now claim the sum of — pounds, being one year's (*m*) rent of the said premises, which became due to me on the — day of — last, and is now in arrear and unpaid.

DATED, &amp;c.

(*Signature.*)(*f*) Or,—in the County Court of — holden at —.(*g*) The provisions of s. 28 of the Bankruptcy Act, 1883, are to be printed on the back of this notice.(*h*) See 8 Anne, c. 14, s. 1.(*k*) If given by a steward or agent, here say—as the solicitor—or, agent—for and on behalf of D. C., the landlord of the said premises, I hereby, &c. (*as above*).(*l*) Or,—half-yearly—or, quarterly. The sheriff is bound to pay only one year's rent.(*m*) Or,—half—or, a quarter of a year's rent.

## No. CCCXXIX.

*To Bailiff of County Court of Landlord's Claim for Rent (n).*

To Mr. —, the High Bailiff of the County Court of —, holden at —, and to his bailiff and officers, and all others whom it may concern.

I HEREBY GIVE YOU AND EACH OF YOU NOTICE that I claim the sum of — pounds, to be due from (*the defendant*), of S., in the county of D., Grocer, for arrears of rent which became due from him to me on the — day of — (*o*) last for the premises in his occupation at S. aforesaid, and which he rents and holds of me as a yearly (*p*) tenant at the annual (*p*) rent of — pounds.

DATED this — day of —, 18—.

(*Signature.*)

## No. CCCXXX.

*To determine a Lease, pursuant to a Proviso therein.*

To Mr. A. B.

IN PURSUANCE of the (*q*) lease, bearing date, &c., granted by me the undersigned (*landlord*), of, &c., to you the under-named (*tenant*), of ALL THAT farm, lands, and hereditaments, commonly called or known by the name of "Gore Farm," situate, &c., and now in your occupation, and of the proviso therein contained for making void such lease at the expiration of the first seven (*r*) years of the term of — years thereby granted,—I hereby (*s*) give you NOTICE to quit and deliver up to me (*t*), or to such person as I (*u*) shall appoint, on the — day of — next, the peaceable possession of the said farm, lands, and hereditaments, and to leave the said premises in good repair, order, and condition, in all respects according to the covenant on your part for that purpose contained in the said lease.

DATED this — day of —, 18—.

(*Landlord.*)

(*n*) The landlord can, under the County Courts Act, 1856 (19 & 20 Vict. c. 108), s. 75, claim only one year's rent when the property is let by the year, two payments when let for less than a year, and four weeks' when let by the week. This notice must be given within *five clear days* next after the levy, and *before* the goods are removed.

(*o*) Or,—at — last.

(*p*) Or,—quarterly—*or*, monthly—*or*, weekly—tenant.

(*q*) Or,—of a [certain indenture of] lease bearing date, &c., granted by A. B., of, &c., Esquire, to you—*or*, if assigned, to (*the original lessee*), then of D. aforesaid [but now of, &c.], Yeoman, and by him assigned to you.

(*r*) Or,—fourteen (*or other period*).

(*s*) If given by a solicitor or agent, see *ante*, n. (*k*).

(*t*) Or,—him.

(*u*) Or,—he.

## No. CCCXXXI.

*To Quit by Landlord to Tenant from year to year.*

I the undersigned — hereby (*x*) give you (*y*) notice to quit and deliver up possession of all that house (*z*) and premises, with the appurtenances, situate and being No. —, — street (*a*), in the parish of —, in the county of —, held by you of me (*b*), as tenant thereof, on the — day of — next (*e*).

DATED this — day of —, 18—.

(*Signature.*)

To Mr. (*tenant*) (*d*).

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## No. CCCXXXII.

*Same by Tenant to Landlord*

SIR,

I hereby (*e*) give you notice that I shall (*f*) quit and deliver up possession of the house (*g*) and premises, with the appurtenances, situate and being No. —, — street (*h*), in the parish of —, in the county of —, now held by me (*i*) as your tenant thereof, on the — day of — next.

DATED this — day of —, 18—.

Yours, &c.,

(*Signature*) (*k*).

To Mr. (*landlord*).

(*x*) Or (if the notice is given by an agent) add—as agent for and on behalf of — Esq., your landlord, though this is not essential in the case of a general agent: *Jones v. Phipps*, L. R. 3 Q. B. 567.

(*y*) If several tenants, add—and each of you.

(*z*) Or,—farm, land—or, as the case may be.

(*a*) Or,—situate at —.

(*b*) Or,—of him.

(*c*) If the date of the commencement of the tenancy is not known accurately, then add—or, at the expiration of the year of your tenancy—[or, your respective tenancies] which will expire next after the end of one half-year from the service of this notice.

(*d*) This notice should be served on the immediate tenant, not on a sub-tenant, and if served personally it need not be addressed to him by name. In the case of a tenancy from year to year a notice to quit in writing is a sufficient demand and notice to satisfy the statute (4 Geo. 2, c. 28), and enable the landlord to claim double value.

(*e*) Or (if signed by an authorized agent), add—as agent for and on behalf of Mr. —, your tenant.

(*f*) Or,—he will.

(*g*) Or,—farm, land—or, as the case may be.

(*h*) Or,—situate at —.

(*i*) Or,—him.

(*k*) If signed by the agent, add—agent for the above-named (*tenant*).

## No. CCCXXXIII.

*To Tenant to deliver up Possession pursuant to 1 & 2 Vict.  
c. 74 (l).*

I (*owner*), (*m*), do hereby give you notice that, unless peaceable possession of the tenement — (*n*), situate —, which was held of me (*o*) under a tenancy which expired on the — day of — (*p*), and which tenement is now held over and detained (*q*), be given to — (*r*) on or before the expiration of seven clear days from the service of this notice, I, —, shall on — next, the — day of —, at — of the clock of the same day, at — (*s*), apply to Her Majesty's justices of the peace acting for the district of — (*t*) in petty sessions assembled, to issue their warrant directing the constables of the said district to enter and take possession of the said tenement, and to eject any person therefrom.

DATED this — day of —, 18—.

(*Signature*) (*u*).

To Mr. —.

## No. CCCXXXIV.

*By Executors to quit a Farm.*

To Mr. (*the tenant*), of, &c., Yeoman.

WE, the undersigned (*executors*), (*x*), of, &c. (*describing each separately*) (*y*), as executors of the will of (*the testator*), late of, &c., Grocer, HEREBY GIVE YOU NOTICE to quit and deliver up to us, as such executors (*z*) as aforesaid, or to such person or persons as we shall appoint, on the — day of — next, the peaceable possession of the farm and lands (*a*) called "—," which you rented of the said

(*l*) See Form No. 1 in Schedule to this Act.

(*m*) Or,—agent to —, the owner.

(*n*) Shortly describing it.

(*o*) Or,—of the said (*owner*).

(*p*) Or,—under a tenancy from year to year, which was determined by notice to quit, from the said (*owner*), on the, &c.

(*q*) From me—or, from the said (*owner*).

(*r*) The owner or agent, as the case may be.

(*s*) The place where the application is to be made must be mentioned: see *Delaney v. Fox*, 1 C. B. N. S. 166.

(*t*) Being the district, division, or place in which the said tenement, or any part thereof, is situate.

(*u*) Of owner or agent, and if agent, add—agent of the owner.

(*x*) Or,—trustees—or, devisees in trust under, &c.

(*y*) If there is any inconvenience in all signing, then, as one of several executors or administrators is competent to give a notice to quit on behalf of all (Cole, "Eject," p. 42), say—I, the undersigned (*executor*), on behalf of self and (*naming the other executors*).

(*z*) Or,—trustees—or, devisees in trust under, &c.

(*a*) This description is sufficient; but, if desired, say:—the farmhouse, with the outbuildings, yards, orchard, gardens and hereditaments, and the easements and appurtenances thereto belonging, which, &c.

(*the testator*), and which are now in your occupation, situate at —, in the county of —.

DATED this — day of —, one thousand eight hundred and —.

(*Signatures.*)

### No. CCCXXXV.

#### *To quit by a Vendor—on a Sale.*

To Mr. (*the tenant*), of, &c., Draper.

I, the undersigned (*the landlord*), of, &c., Grocer, HEREBY GIVE YOU NOTICE to quit, on the — day of — next, the dwelling-house, buildings, and garden (*b*), with the appurtenances, which you rent [or hold] of me, situate at, &c. (*c*): AND I hereby authorize and request you to deliver up the peaceable possession thereof to Mr. (*the purchaser*), of, &c., Malster, to whom I have sold and conveyed (*d*) the same, or to such person or persons as shall be authorized by him [for that purpose]: and for so doing, this shall be [to you] a sufficient authority.

DATED this — day of —, 18—.

(*Signature.*)

### No. CCCXXXVI.

#### *To Lessee to Repair preparatory to enforcing Right of Re-entry (e).*

To (*lessee*) the lessee of the house, buildings (*f*) and premises, situate at —, comprised in a [an indenture of] lease dated the — day of —, 18—, and made between — of the one part and — of the other part.

Whereas by the aforesaid [indenture of] lease, you the above-named lessee covenanted . . . (*g*): And whereas the above-mentioned

(*b*) Or, as the case may be.

(*c*) See the preceding forms.

(*d*) If not yet conveyed, instead of the words—sold and conveyed, substitute—**sold and intend to convey.**

(*e*) See Conveyancing Act, 1881 (44 & 45 Vict. c. 41), s. 14; and as to service of the notice, see s. 67 of the same Act.

(*f*) Or, other description of the property.

(*g*) Set out the covenant for breach of which the right of re-entry is to be enforced. If the party giving the notice is not the original lessor, his derivative title must be shown, as—**and whereas by an assignment dated the — day of —, 18—, and made between — the (*lessor*) and —, the said lessor did assign all his reversion of and in the said premises to the said —.** If the covenant requires notice to repair to be given, here add—**and whereas I (*or*, as the case may be), did on the — day of —, 18—, give or leave notice in writing on the said premises requiring the repairs therein mentioned to be done within — months.**

covenant has been broken, and the particular breaches which are complained of are the committing or allowing the dilapidations set out in the schedule hereto (*h*): Now I, the undersigned — (*i*), hereby give you notice and require you within — months (*k*) to remedy all the aforesaid breaches, and to make me compensation in money for such breaches of covenant (*l*).

DATED this — day of —, 18—.

(*Signature.*)

The Schedule above referred to.

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## No. CCCXXXVII.

### *To repair Fences.*

To Mr. (*the tenant*), of, &c., Yeoman.

I, the undersigned (*landlord*), of, &c., Yeoman, hereby give you NOTICE, that, in consequence of your having so long neglected to repair the hedges and fences, of, and belonging to a certain field called “S. Mead,” situate at, &c., abutting a field there, called “The Furlongs,” now in my occupation, my cattle are constantly straying or escaping from my said field, into, upon, and over yours, whereby such cattle is exposed to considerable [risk and] danger of accidents and loss, and I am put to additional trouble and inconvenience, as well as expense, in guarding them; and such risk and danger is greatly increased by your having improperly deepened and widened the ditches adjoining my said field, called “The Furlongs”; in doing which you have likewise trespassed and encroached upon my land: Now [as you have not thought proper to attend to my repeated requests to repair the said hedges and fences, and to restore the said ditches to their former state and width] I *hereby give you further* NOTICE, that unless you, on or before the — day of — instant, so repair the said hedges and fences, as to prevent my cattle from straying or escaping from my said field into, upon, or over your said fields as aforesaid, and unless you also repair and restore the said ditches to their proper state and width, I shall, without further notice, take such steps as I may be advised for obtaining a speedy removal of, and redress for such grievances.

DATED this — day of —, 18—.

Yours, &c.  
(*Signature.*)

(*h*) Or,—the particular breaches complained of are that you did not in the particulars and respects set forth in the schedule hereunto annexed well and sufficiently repair, uphold, &c. (in the terms of the covenant).

(*i*) The lessor, or, as the case may be.

(*k*) Insert a reasonable time.

(*l*) It is not necessary, but a fixed sum may be named, as—which compensation I compute at £—.

## No. CCCXXXVIII.

*To remove Windfalls.*

To Mr. A. B., of, &c., Yeoman.

SEVERAL branches having, during the late tempest, fallen from your (*m*) trees upon my field, called "The Parks," and I, the undersigned J. C., of, &c., Yeoman, having been obliged to remove them therefrom, beg to inform you that they are now in the yard (*n*), near my dwelling-house at W. aforesaid, and that such of them as belong to you (*o*) shall be *there* delivered to you (*p*) provided an application be made to me for them, within — days from this time; but in default thereof, they will be sold to defray the damages and expenses incurred.

Yours, &c.,  
J. C.

## No. CCCXXXIX.

*To cut Trees, overhanging another's Premises.*

To C. H., of W., in the county of K.

I, the undersigned W. J., of, &c., Grocer (*q*), the owner of a dwelling-house, outbuildings, and lands, situate at W. aforesaid, at or near a place there called "—" and in the occupation of T. W., and adjoining to lands there belonging to you (*r*) *hereby give you and each of you* NOTICE that certain trees now growing on your said lands overhang and injure my said dwelling-house and buildings; *And* I (*s*) therefore hereby give you *further* NOTICE, and require you, on or before the — day of — next, to lop and trim off, and remove so much and such parts of the said trees as so overhang and injure my (*t*) said dwelling-house and buildings; *And* that, in failure thereof, I (*s*) shall either, on that day, proceed to lop and trim the same (of the hour of which you shall have further notice), or, immediately afterwards, take such steps as I may be advised, in respect of such grievance and injury.

DATED this — day of —, 18—.

(*Signature.*)

(*m*) *Or*,—trees on lands—*or*, in a close, called "—" Close," in your occupation, situate at, &c.

(*n*) *Or*, other place.

(*o*) *Or*,—your landlord.

(*p*) *Or*,—him.

(*q*) If given by an agent or representative, see p. 266, n. (*m*).

(*r*) *Or*, if so,—to you as such trustees as aforesaid.

(*s*) *Or*,—we — give you and each of you.

(*t*) *Or*,—our.

## No. CCCXL.

*Of an anticipated Nuisance (u).*

To

Mr. A. B., of, &amp;c., Ironfounder.

I, the undersigned C. D., of, &c., Builder, the occupier of a workshop and premises adjoining the lands and buildings in your occupation, situate near to, or abutting on a certain [turnpike] road in the said parish called the "Western (or other) Road," hereby give you NOTICE that the blasting or other furnace now erected (x) on the said premises in your occupation, is likely to become and be a nuisance to me and [and my workmen and] to my said workshop and premises, and also dangerous thereto and to my tools and effects therein; AND I therefore give you further notice that, in the event of the same becoming a nuisance to me or [my workmen, or] to my said workshop and premises; AND also in the event of any damage arising to my said workshop and premises, or to my said tools and effects, in consequence of such erection, I shall take such steps as I may be advised, against you for arresting the progress of the erection of the said furnace or, for causing the same to be removed and for such damage as may be occasioned thereby, or otherwise, in respect thereof.

DATED this — day of —, 18—.

(Signature.)

## No. CCCXLI.

*To prevent Obstruction of a Window.*

To (the trespasser), of, &amp;c., Grocer.

I, the undersigned (complainant), of, &c., Draper, hereby give you NOTICE, that the wooden house or building erected or now being erected by you opposite the parlour (y) window belonging to the dwelling-house in the — street aforesaid, now in my renting and occupation, occasions an obstruction to, and diminution of the light and air flowing into and through my said window, and is therefore damaging to my rights as tenant of the said dwelling-house: AND I therefore give you further NOTICE, and require you to take down and remove the said wooden-house or building within — days from the

(u) Whenever a nuisance is anticipated to arise to property from any act of another party, it is proper to warn him by early notice, and before action, of the probable consequences, in order to prevent a plea of partial acquiescence, and that he has, without it, been allowed to incur an expense which he might and should otherwise have avoided; in which cases the inclination of the Courts is to make the payment of such expense, or a fair proportion of it, a condition for the desired relief.

(x) Or,—now being erected.

(y) Or,—kitchen—or, other window.



service (z) hereof, and that, in default of your so doing, I shall take such steps as I may be advised to compel the removal thereof and for redress.

DATED this — day of —, 18—.

(Signature.)

### No. CCCXLII.

#### *To remove a Building Encroachment.*

To Mr. A. B., of, &c., Builder.

I, the undersigned, C. D. (a), of, &c., Draper, HEREBY GIVE YOU NOTICE to take down and remove, within — days from the service hereof, ALL or such part of the buildings (b) recently erected by you as rests upon the wall dividing your property from mine, situate in — street, in D. aforesaid, and such of your buildings as overhang the said wall and my land: AND [I GIVE YOU FURTHER NOTICE also] to remove, within the time aforesaid, all other obstructions and nuisances to my said property occasioned, created, or continued by you: AND I GIVE YOU FURTHER NOTICE that in default of your complying with these requirements, I shall take such steps [against you] as I may be advised for the abatement and removal thereof, and for redress; AND FURTHER TAKE NOTICE that this notice is given entirely without prejudice to my rights and remedies for any loss or damage I may have already sustained by reason, or in consequence of all or any of the encroachments, obstructions, or nuisances aforesaid.

DATED this — day of —, 18—.

(Signature.)

### No. CCCXLIII.

#### *Notice to remove Obstructions and Nuisances.*

To Mr. A. B., of, &c., Builder.

I (c), the undersigned, C. D., of, &c., Draper, HEREBY GIVE YOU NOTICE, and require you to remove within — days from the service hereof, ALL bricks, stones, and rubbish (d), which have been placed upon and against the wall belonging to me, which divides your property from mine, situate in — street, in E. aforesaid, and such of the fence of your garden (e) as overhangs my land there adjoining yours;

AND ALSO [I GIVE YOU NOTICE] to remove, within the time afore-

\* (z) Or,—date.

(a) If given by an agent, add: as agent of E. F., of, &c.

(b) Or,—scaffolding.

(c) If given by an agent, see n. (a) above.

(d) Or,—timber (or other things).

(e) Or,—eaves of your buildings.

said, all other obstructions and nuisances to my said property occasioned, created, or continued by you, consisting of, &c. (*f*): AND I GIVE YOU FURTHER NOTICE, that in default, &c. (*as in the last form*).  
(Signature.)

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### No. CCCXLIV.

*By an Owner to a Trespasser not to Trespass on Land.*

To Mr. (*the trespasser*), of, &c., Grocer.

I (*g*), the undersigned, A. B., of, &c., Draper, HEREBY GIVE YOU (*h*) NOTICE, not to trespass on any land (*i*) or property belonging to me (*k*), situate at D——, in the county of S——, or elsewhere (*l*) [under any pretence or pretext whatever]; AND THAT if you (*m*) do so after being served with this notice, you will be deemed a wilful trespasser (*n*) and dealt with accordingly.

DATED this —— day of —— 18——.

(Signature.)

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### No. CCCXLV.

*Not to Trespass in a Garden or on Buildings.*

To Mr. (*the trespasser*), of, &c., Grocer.

I (*o*), the undersigned, A. B., of, &c., Maltster, HEREBY GIVE YOU NOTICE that if you, or any person or persons employed by, or acting

(*f*) Here specify, in like manner, any other grievance, which exists, such as—water thrown from the shoots round the southernmost (*or other*) part of your house on the main wall of my dwelling-house—*or*, into the drain leading from my said dwelling-house into the main sewer—*or*, your trees—*or*, branches of your trees—fallen on my land, situate, &c.—*or*, the planting trees against the fence of my said dwelling-house, and nailing trees thereto (*describing it*)—*or*, noisome and offensive matter on the premises in your occupation—*or*, flowing from the premises in your occupation into mine, and which is injurious—*or* is likely to be injurious to health, and detrimental to the proper enjoyment of my said premises—*or*, the using of my well—*or*, pump—boat (*or other thing, naming it*).

(*g*) If given by several persons interested in the property, as trustees, or otherwise, here say—WE hereby, &c. (*as above*). If given by a solicitor, steward, or agent, here say—as the solicitor—*or*, steward—*or*, agent—for, and on behalf of (*the proprietor of the property*) I hereby, &c. (*as above*).

(*h*) If given to several, here say—you and each of you—inserting their names and addresses at the head.

(*i*) If so,—coppices and coverts.

(*k*) *Or*,—in my occupation—*or*, in the occupation of A. B., my tenant. If given by a tenant, instead of “belonging to me,” substitute—belonging to A. B., Esquire, and in my renting and occupation.

(*l*) If given to a sportsman or poacher, here add—for the purpose of hunting, shooting [fishing] or sporting thereon, or for any other purpose, or under any pretext whatsoever.

(*m*) If several persons, here add—you or any or either of you.

(*n*) *Or*,—trespassers.

(*o*) When given by an agent, see *ante*, n. (*g*).

for you [venture again to (*p*) walk over, tread, or] trespass upon the garden, buildings, or premises belonging to me, situate in, or near — street, at W., in the County of K., and abutting against the dwelling-house, garden [and premises] belonging to you, I shall take such proceedings against you and them, or some or one of you and them, as the law will permit, and as I may be advised (*q*).

DATED this — day of — 18—.

(Signature.)

### No. CCCXLVI.

*By a Renter of Rights of Sporting or to Trespassers not to Trespass.*

To (*the trespasser*), of, &c., Esquire.

I, the undersigned (*the owner*), of, &c., HEREBY GIVE YOU NOTICE not to (*r*) enter, or trespass upon any or either of the lands (*s*) situate in the parish of A. (*t*), in the County of D., or elsewhere, belonging to me (*u*), and that in case of your (*x*) so doing after the service of this notice, the necessary legal proceedings will be taken against you in respect thereof (*y*).

DATED this — day of — 18—.

(Signature.)

### No. CCCXLVII.

*Of a Reward offered for the Apprehension of Depredators.*

— POUNDS REWARD.

NOTICE IS HEREBY GIVEN that any per-on or persons found cutting or otherwise damaging the trees and shrubs (*z*), (*or other property*)

(*p*) The words within brackets should be used when a second trespass after notice has been committed.

(*q*) This form can be easily varied so as to suit other circumstances, reference being had to the last form.

(*r*) If given to sporting trespassers, here insert the words—shoot over or —.

(*s*) And here insert—*or, coverts—or, rivers or streams—with or without dogs, nets, snares, engines, or other things for the taking, destroying or carrying away any game—or, rabbits—or, fish—or, wild fowls, or the eggs of any birds being game or wild fowls* [or other birds].

(*t*) *Or, —several parishes of A., B. and C.*

(*u*) If given by a tenant, instead of the words “belonging to me,” substitute—*belonging to A. B., Esquire, and over which C. D., Esquire, has the [exclusive] right of shooting.*

(*x*) If given to more than one person, here add—*you or any or either of you shall do so after the service, &c. (as above).*

(*y*) This notice should be given by the tenant of the lands, but a notice by the landlord likewise would strengthen it.

(*z*) *Or, —coppices, coverts, or plantations on the lands belonging to the Earl of E., situate in the parish of D.*

at D., and in the occupation of A. B., of, &c., Yeoman, will be PROSECUTED; and any person giving such information against the offenders as may lead to their apprehension, will, on conviction, receive the above reward, on application to

H. M.,  
Solicitor,  
W.

(Place)

(Date)

No. CCCXLVIII. \*

Requiring Payment of Mortgage Money (a).

To Mr. (the mortgagor), of, &c., Draper.

I, the undersigned (mortgagee) (b), of, &c., Grocer, HEREBY GIVE YOU NOTICE, and require you to pay, or cause to be paid, to me, my executors, administrators, or assigns, on the — day of — next (being — months from the date of service hereof), all such principal, interest, and other moneys as shall be then due [and owing] to me (c) upon or by virtue of a certain indenture of mortgage, bearing date, &c., and made between, &c. (d); whereby certain lands and hereditaments, situate, &c., were (e) granted and released by you to me (f), for receiving the sum of — pounds and interest, as therein mentioned: AND I GIVE YOU FURTHER NOTICE, that, in default of payment thereof, such steps will be taken as may be necessary, for obtaining possession of the said premises (g), or otherwise as I may be advised.

DATED this — day of — 18—.

(Mortgagee (h)).

(a) See another form under "Demands," ante, p. 168.

(b) Or,—WE, the undersigned A. B. and C. D., executors—or, surviving executors—of the last will of (the testator), late of, &c., Grocer, deceased—or, administrator with the will annexed of (the testator), late of, &c., Grocer, deceased—or, if given by a solicitor or agent, say—as the solicitor—or, agent—and vary the form throughout accordingly. The name and description of the agent may be omitted here and added at the end of the form.

(c) Or,—to us as such executors—or, surviving executor, as aforesaid.

(d) Here state the parties' names, without the addresses, as—you, the above named (the mortgagor) of the one part and myself—or, the said (testator, or other person) of the other part (according to the fact).

(e) If leasehold, say—were assigned and transferred to me—or, the said (mortgagee), for the term of — years (if so) determinable with lives— Or, if copyhold, say—were surrendered and assured.

(f) Or,—by you to the said (mortgagee), his heirs or assigns—or, executors, administrators, and assigns—for the certain term of — years (if so) determinable with lives.

(g) Or,—for foreclosing the said mortgage—or, for selling the said [hereditaments and] premises, pursuant to the power for that purpose in the said indenture of mortgage contained.

(h) Or,—A. B., as solicitor—or, agent—for and on behalf of the above-named (mortgagee).

No. CCCXLIX. \*

*Another Form (i).*To Mr. (*the mortgagor*), of, &c., Draper.

I, the undersigned (*k*), (*the mortgagee*), of, &c., Grocer, HEREBY GIVE YOU (*l*) NOTICE and require you ~~within — calendar months from the date hereof~~, to pay off the principal sum of — pounds, together with all interest which may be ~~then~~ due thereon, secured to me (*m*) by an indenture of mortgage dated, &c., and made, &c. (*state the parties without their descriptions*): AND I GIVE YOU FURTHER NOTICE that, ~~in default of the due payment thereof~~, I shall (*n*) proceed to realize my said security by selling the property (*o*) subject to such mortgage in pursuance of the power in the said indenture contained, and also by taking such other steps for the recovery of the said principal moneys and interest as I may be advised.

DATED this — day of —, 18—.

(Signature) (*p*).

No. CCCL.

*By Mortgagee to Tenants not to pay Rents to Mortgagor.*

WHEREAS by a certain indenture, bearing date, &c., and made between, &c., the dwelling-houses, buildings, garden, land, and hereditaments now in your occupation, situate at, &c., were conveyed and assured (*q*) by the (*mortgagor*) to me (*r*) by way of mortgage, for securing the payment of the sum (*s*) of — pounds and interest, at a certain time in the said indenture mentioned and now past; and which said sum of — pounds, with interest thereon [from the — day of — last (*t*)], is still due and unpaid: NOW I (*u*) HEREBY GIVE YOU NOTICE not to pay any rent or arrears of rent which may be now due and payable, or which at any time hereafter, during the continuance of the said [mortgage] security, shall become due and payable

(i) See n. (*a*) to preceding form.(k) If given by a solicitor or agent, see preceding form, n. (*b*).

(l) If two mortgagors, say—you and each of you.

(m) Or, to him.

(n) Or,—the said (*mortgagee*) will proceed, &c. (*as above*).

(o) Or,—If a life policy—say selling or surrendering.

(p) See last form, n. (*h*).

(q) Or, if leasehold—assigned and transferred.

(r) If the notice is given by a solicitor or agent, say—to the (*mortgagee*).

(s) It is not necessary to state the sum; and, as it may expose the mortgagor prejudicially, it is not desirable to mention it. In which case, say—a certain sum of money, with interest thereon, as in the said indenture is mentioned, &c.

(t) Or,—with an arrear of interest [amounting together to the sum of — pounds].

(u) If given by a solicitor or agent, here say—as the solicitor—or, agent—of the said —.

from you for or in respect of the said [dwelling-houses and] premises to the said (*mortgagor*), or to any person or persons whomsoever, other than (*x*) to me, or to such person or persons as shall be duly authorized by me to receive the same; and I hereby require you to pay all such rents to me (*x*).

DATED this — day of —, 18—.

To Mr. A. B.,

(*Mortgagee.*)

The tenant of the above-named premises.

## No. CCCLI.

### *Of Paying off Mortgage Money.*

To Mr. (*the mortgagee*), of, &c., Grocer.

I (*y*), the undersigned (*the mortgagor*), of, &c., Draper, HEREBY GIVE YOU NOTICE, that on the — day of — next, (being six months from the [date and] service hereof,) I shall pay, or cause to be paid unto you, the above named (*mortgagee*), all such principal, interest, and other moneys as shall be then due [and owing] from me to you (*z*) upon or by virtue of a certain indenture of mortgage, bearing date, &c., and made, &c., which you have (*a*) upon an estate called “—,” situate at R., in the county of D.

DATED this — day of —, 18—.

(*Signature.*)

## No. CCCLII.

### *Of Resolution appointing Trustees to a Friendly Society (b).*

Name of Society —.

Register No. — (*c*).

AT a meeting of the Society, held the — day of —, 18—, it was resolved by a majority of the members present and entitled to vote:—

(*x*) If given by a solicitor or agent, here say—to the said (*mortgagee*) or to me as such solicitor—or, agent—as aforesaid.

(*y*) If given by a solicitor or agent of the mortgagor, or by an executor, see form in p. 274, and n. (*b*).

(*z*) And here say, to (*the mortgagee*), or, if given to an executor or administrator, say—to you, as the executor—or, surviving executor—or, administrator with the will annexed—of (*the testator*)—or, administrator of (*the intestate*)—late of, &c., Grocer, deceased.

(*a*) Or, if the mortgagee be dead, or the notice be given by a solicitor or agent, say—which the said (*mortgagee*) had upon, &c. (*as above*).

(*b*) See Form L of Treasury Regulations of Dec. 8, 1875, issued under the Friendly Societies Act, 1875 (38 & 39 Vict. c. 60).

(*c*) If the society is registered in Scotland or Ireland, add—Scotland—or, Ireland, as the case may be.

THAT — of —, — of —, and — of — (d) be a trustee (e) of the Society (f).

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
Trustee.  
Trustee.  
Trustee.  
Secretary.

(g) RECEIVED this — day of —, 18—, notice of the appointment of — as trustees of the — Society, Register No.—.

(Seal of the  
Central Office (h)).

### No. CCCLIII.

*Of appointment of new Trustee (i) of Branch of Friendly Society (k).*

Name of Society —.

Register No. — (l).

Name and number of Branch — (m).

Notice is hereby given:—

That — of — (n) was (o) on the — day of —, 18—, duly appointed a trustee (p) of the above-mentioned branch, in the place of — deceased (q).

(Signature.)

\_\_\_\_\_  
Secretary  
of the Society.

### No. CCCLIV.

*To Registrar of Change of Name of Building Society (r).*

Building Societies Acts.

(Name already registered) Building Society.

Register No. —.

NOTICE IS HEREBY GIVEN, that at a meeting of the — Building

(d) Give full names, addresses, and descriptions.

(e) Or,—trustees.

(f) If it is not a first appointment, add—in place of —, deceased—or, resigned—or, removed, as the case may be.

(g) This part to be detached by the registrar when the notice is registered, and returned to the society.

(h) Or, signature of a registrar.

(i) Or, officer to sue or be sued.

(k) See Form AT of Treasury Regulations of 8 Dec., 1875, issued under the Friendly Societies Act, 1875 (38 & 39 Vict. c. 60).

(l) If the Society be registered in Scotland or Ireland, add—Scotland—or, Ireland, as the case may be.

(m) If in Scotland or Ireland, add as before.

(n) Give full name, address, and description.

(o) Or (if more than one trustee appointed)—were.

(p) Or,—trustees—or, an officer—or, officers—to sue and be sued on behalf.

(q) Or,—resigned—or, removed.

(r) See Form (G) in Appendix to Treasury Regulations (Building Societies) of 1882. For the form of certificate, see *ante*, No. cxlvi., p. 93.

Society called for the purpose, held on the — day of —, it was resolved by three-fourths of the members present :—

“That the name of the Society be changed to — Building Society.”

\_\_\_\_\_ Member.  
 \_\_\_\_\_ Member.  
 \_\_\_\_\_ Member.  
 \_\_\_\_\_ Secretary.

(Address.)

DATED the — day of —, 18—.

To the Registrar  
 of Building Societies,  
 28, Abingdon Street,  
 Westminster. \_\_\_\_\_

No. CCCLV.

*Of change of Chief Office of Building Society (s).*

Building Society Acts.

\_\_\_\_\_ Building Society.  
 Register No. \_\_\_\_\_.

To the Registrar of Building Societies in England.

Notice is hereby given, that the Registered Chief Office of the Building Society established at —, in the county of —, is changed to the office or place following :—

\_\_\_\_\_ (Signature.)  
 Secretary.

No. CCCLVI.

*Of Registry of Instrument of Dissolution of a Friendly Society (t).*

Name of Society \_\_\_\_\_.

Register No. — (x).

The foregoing instrument of dissolution (y) of the — Society is registered under the Friendly Societies Act, 1875, this — day of —, 18—.

(Seal or stamp  
 of Central Office) (z).

(s) See Form (Y) in Appendix to Treasury Regulations (Building Societies) of 1882, and for the form of certificate of change, see schedule to 40 & 41 Vict. c. 63. For a similar form, signed by three members and countersigned by the secretary, in the case of a Provident Society, see Form (K) in the Appendix to the Treasury Regulations (Industrial Societies) of 21 October, 1876, issued under the Industrial and Provident Societies Act, 1876.

(t) See Form AK of Treasury Regulations of 8 December, 1875, issued under the Friendly Societies Act, 1875 (38 & 39 Vict. c. 60).

(x) Add—Scotland—or, Ireland, where required.

(y) Or,—alteration of the instrument of dissolution. For the form of the instrument, and of the declaration to accompany it, see Forms A H and A I of Treasury Regulations, 1875.

(z) Or, signature of assistant registrar for Scotland or Ireland.



## No. CCCLVII.

*Of proceeding to set aside Dissolution of a Provident Society (a).*

Industrial and Provident Societies Act, 1876 (39 & 40 Vict. c. 45).

Name of Society — Limited.

Register No. — (b).

To the Central Office.

Whereas on the — day of — the above-named Society was dissolved, or purported to be dissolved, by an instrument of dissolution purporting to be duly registered.

I hereby give you notice, that I intend after not less than seven days from the date hereof to take proceedings for setting aside such dissolution in the — county court (e).

DATED the — day of —, 18—.

(Signature.)

(Address.)

## No. CCCLVIII.

*Of Parliamentary Election (d).*

The returning officer of the — of — will, on the — day of — now next ensuing, between the hours of — and — proceed to the nomination, and, if there is no opposition, to the election, of a member (e) for the said county (f) at the — (g).

Forms of nomination papers may be obtained at — (g) between the hours of — and — on — (h).

Every nomination paper must be signed by two registered electors as proposer and seconder, and by eight other registered electors as assenting to the nomination.

Every nomination paper must be delivered to the returning officer by the candidate proposed, or by his proposer and seconder, between the said hours of — and — on the said — day of —, at the said —.

Each candidate nominated, and his proposer and seconder, and

(a) See Form (AY) in Appendix to the Treasury Regulations (Industrial Societies) of 21 October, 1876.

(b) If the Society is registered in Scotland or Ireland, add—*Scotland—or, Ireland*, as the case may be.

(c) *Or,—Sheriff Court—or, Civil Bill Court.*

(d) See Second Schedule to the Ballot Act, 1872 (35 & 36 Vict. c. 33).

(e) *Or,—members.*

(f) *Or,—division of a county—or, borough.*

(g) Insert description of place and room.

(h) By Ballot Act, 1872, Schedule 1, r. 7, the returning officer must supply any registered elector with a nomination paper during such two hours between 10 a.m. and 2 p.m. as he may fix on, upon each day between the notice of election and the day of election. For form of nomination paper see *ante*, p. 182.

one other person selected by the candidate, and no other persons, are entitled to be admitted to the room.

In the event of the election being contested, the poll will take place on the — day of —.

(*Signature.*)  
 Sheriff (*i*).

The — day of —, 18—.

Take notice, that all persons who are guilty of bribery, treating, undue influence, personation, or other corrupt practices, or any illegal practice (*k*) at the said election will, on conviction of such offence, be liable to the penalties mentioned in that behalf in "The Corrupt Practices Prevention Act, 1854," "The Corrupt and Illegal Practices Prevention Act, 1883" (*k*), and the Ballot Act, 1872, and the Acts amending the said Acts.

Take notice (*l*) that by the Parliamentary Elections (Returning Officers) Act, 1875, it is provided that every person having any claim against a returning officer for work, labour, materials, services, or expenses in respect of any contract made with him by or on behalf of the returning officer, for the purposes of an election (except for publications of account of election expenses) shall, within fourteen days after the day on which the return is made of the person or persons elected at the election, transmit to the returning officer the detailed particulars of such claim in writing, and the returning officer shall not be liable in respect of anything which is not duly stated in such particulars (*m*).

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## No. CCCLIX.

### *Same of Municipal Election (n).*

Borough of —.

Election of Councillors (*o*) for the Borough (*p*).

Take Notice.

1. That an election of — councillors (*q*) for the said borough (*p*) will be held on the — day of —.

2. Candidates must be nominated by writing, subscribed by two

(*i*) *Or*,—**mayor**—*or*, as the case may be. As to the returning officers in new boroughs, see s. 12 of the Redistribution of Seats Act, 1885 (48 & 49 Vict. c. 23).

(*k*) These words are required to be added by s. 62 (3) of the Corrupt and Illegal Practices Act, 1883.

(*l*) This addition is required by s. 7 of the Act here mentioned (38 & 39 Vict. c. 84), and is contained in the second schedule of that Act.

(*m*) As to the expenses of returning officers, see the Parliamentary Elections (Returning Officers) Act, 1885 (48 & 49 Vict. c. 62).

(*n*) See Form H in Eighth Schedule of Municipal Corporations Act, 1882 (45 & 46 Vict. c. 50).

(*o*) *Or*,—**elective auditors**—*or*, **revising assessors** (as the case may be).

(*p*) *Or*,—**for the — ward**—*or*, **several wards of the borough**.

(*q*) Insert *number* of councillors, auditors, or assessors.

burgesses as proposer or seconder, and by eight other burgesses as assenting to the nomination.

3. Candidates must be duly qualified for the office to which they are nominated, and the nomination paper must state the surname and other names of the person nominated, with his abode and description, and may be in the following form, or to the like effect:—

*Set out the Form (r).*

4. Each candidate must be nominated by a separate nomination paper, but the same burgesses, or any of them, may subscribe as many nomination papers as there are vacancies to be filled for the borough (s), but no more.

5. Every person who forges a nomination paper, or delivers any nomination paper, knowing the same to be forged, will be guilty of a misdemeanour, and be liable to imprisonment for any term not exceeding six months, with or without hard labour.

6. Nomination papers must be delivered by the candidate himself, or his proposer or seconder, at the Town Clerk's office, before five o'clock in the afternoon of — day, the — day of — next.

7. The mayor will attend at the Town Hall, on — day, the — day of —, for a sufficient time between the hours of two and four o'clock in the afternoon, to hear and decide objections to nomination papers.

8. Forms of nomination papers may be obtained at the Town Clerk's office; and the Town Clerk will, at the request of any burgess, fill up a nomination paper.

DATED this — day of — 18—.

(Signature.)  
Town Clerk.

No. CCCLX.

### *Of Disqualification of Parliamentary Candidate (t).*

To the Electors of the County (u) of —.

I (x), the undersigned, hereby give you and each of you notice that:—

(Candidate) of —, a candidate at the present election to serve in Parliament for the above-mentioned county (u) of —, having, for the purpose of influencing voters at this election — (y), is disqualified (z) from being elected to serve in Parliament for

(r) For the nomination paper, see Form No. cccxxxix., ante, p. 183.

(s) Or,—ward.

(t) See a somewhat similar form in *Drinkwater v. Deakin*, L. R. 9 C. P. 626.

(u) Or,—borough—or, division of the county—or, borough of—or, as the case may be.

(x) Or,—we.

(y) State grounds for disqualification.

(z) Or,—believed to be disqualified: see the case cited in n. (t).

the said county (a) of —, and all votes given for him will be thrown away.

DATED the — day of —, 18—.

(Signature.)

A candidate (b) at the present election to serve in Parliament for the county (c) of —.

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No. CCCLXI.

*Same of Municipal Candidate (d).*

To the Burgesses of the Borough of —.

I, the undersigned, hereby give you and each of you notice that —, Esq., of —, one of the persons nominated for the office of councillor at this present election, is — (e) disqualified for the office of councillor, and ineligible to be nominated or elected a councillor of the said borough at this present election, and therefore all votes given to the said — at the present election will be thrown away.

(Signature.)

A burgess of the borough, and a candidate for the office of councillor at this present election.

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No. CCCLXII.

*Of Withdrawal by Parliamentary Candidate (f).*

To the Returning Officer for the Election of Members for the County (a) of —.

I (candidate), of —, being a candidate nominated at the present election to serve in Parliament for the county (a) of —, hereby give you notice that I withdraw from such candidature.

DATED the — day of —, 18—.

(Signature) (g).

(a) Or,—borough—or, division of the county—or, borough—or, as the case may be.

(b) Or,—election agent for —, Esq. (or, as the case may be)—a candidate, &c.

(c) See n. (a), above.

(d) See a somewhat similar form at p. 631 of *Reg. v. Mayor of Tewkesbury*, L. R. 3 Q. B. 629.

(e) Set out the grounds of disqualification, as, e.g.—the present mayor of the said borough, and by reason of acting as returning officer (*Reg. v. Owens*, 2 E. & E. 86; *Reg. v. White*, L. R. 2 Q. B. 557).

(f) A candidate, during the time appointed for the election, may withdraw by giving a notice, signed by him, to the returning officer: see s. 1 of Ballot Act, 1872 (35 & 36 Viet. c. 33).

(g) If the candidate is out of the United Kingdom, his proposer must sign the notice, and make a written declaration of the absence of the candidate: s. 1, Ballot Act, 1872.

## No. CCCLXIII.

*Of Appointment of Election Agent (h).*

Borough (i) of —, — Division.

Parliamentary Election 18—.

I hereby give notice that (*candidate*), of —, in the county of —, Esquire, being a candidate at the above-named election, has appointed (*election agent*), of —, in —, gentleman, as his election agent at the aforesaid election (*k*), and that the address of such election agent, to which all claims, notices, writs, summonses, and other documents relating to the said election may be sent, is, Central committee rooms (*l*), —, —, in the county of —.

DATED this — day of —, 18—.

\_\_\_\_\_,  
Returning Officer.  
(*Address.*)

## No. CCCLXIV.

*Of Claim (Parliamentary and Municipal) to Borough Registration (m).*To the Overseers of the Parish (*n*) of —.

I claim to have my name inserted among the parliamentary voters for the parliamentary borough (*o*) of — (*p*), in respect of the qualification named below (*q*).

DATED the — day of —, 18—.

Name of claimant in full, surname being first.	Place of abode.	Nature of qualification.	Description of qualifying property.

(Signature.)

(*h*) This is the usual form for an advertisement in the newspapers.(*i*) Or, as the case may be.(*k*) If desired, add—in pursuance of s. 24 of the Act, 46 & 47 Vict. c. 51.(*l*) Or, as the case may be.(*m*) See Form (H) No. 1 in 3rd Schedule of Registration Act, 1885. (See also *post*, p. 290, Form No. cccclxxvii., n. (*l*).)(*n*) Or,—township.(*o*) If the parish is not in a parliamentary borough, substitute—**division of the county**—or, **county**, for “parliamentary borough.”(*p*) Add, if so—and **burgesses for the municipal borough of** —.(*q*) Add, if so—and **to have my name omitted from the corrupt and illegal practices list.**

## No. CCCLXV.

*Of Objection (Parliamentary and Municipal) to be given to Overseers (Borough Registration) (r).*

To the Overseers of the Parish (s) of —.

I hereby give you notice that I object to the name of — (t) being retained on the — list (u) as a parliamentary voter for the parliamentary borough (x) of — (y).

DATED the — day of —, 18—.

(Signature and place of abode)  
on the list of parliamentary voters and  
burgesses for the parish (s) of —.

## No. CCCLXVI.

*Of Objection (Parliamentary and Municipal) to be given to Person objected to, (Borough Registration) (z).*

To Mr. — (a).

I hereby give you notice that I object to your name being retained on the — list (b) as a parliamentary voter for the parliamentary borough of — (c), on the following grounds, viz. :—

1. That — (d).
2. That
- 3.

DATED the — day of —, 18—.

(Signature and place of abode)  
on the list, &c. (see preceding form).

(r) See Form (I) No. 1 in 3rd Schedule of Registration Act, 1885. (See also *post*, Form No. cccxxviii., p. 291, n. (y).)

(s) *Or*,—township.

(t) If the list contains two or more persons of the same name, distinguish the person objected to.

(u) If there is more than one list, specify the list; and if the list referred to is made out in divisions, specify the division to which the objection refers.

(x) If the parish is not in a parliamentary borough, substitute—**division of the county—*or*, county**, for “parliamentary borough.”

(y) Add, if so—and as a burgess for the municipal borough of —, and also add, if so—and to the omission of the said name from the corrupt and illegal practices list.

(z) See Form (I), No. 2, in 3rd Schedule to Registration Act, 1885. See also *post*, No. cccxxix., p. 291, n. (d).)

(a) See n. (t).

(b) See n. (u).

(c) Add, if so—and as a burgess for the municipal borough of —, and also add, if so—and to the omission of the said name from the corrupt and illegal practices list.

(d) *E.g.*—you have not occupied for twelve months to July 15.

## No. CCCLXVII.

*Of Claim (Parliamentary) by Lodger (County or Borough Registration) (e).*

To the Overseers of the Parish (*f*) of —.

I claim to have my name inserted [as a lodger] in the list of [*or among the*] parliamentary voters for the county (*g*) of —, in respect of the qualification named below.

Name of claimant in full, surname being first.	Description of rooms occupied, and whether furnished or not.	Street, lane, or other place, and number (if any) of house in which lodgings situate.	Amount of rent paid.	Name and address of landlord or other person to whom rent is paid.
Stevens, John William	Two rooms, first floor, furnished ( <i>h</i> )	51, Brick-street	16s. a week	William Johnson, 51, Brick-street

I hereby declare that I have, during the twelve calendar months immediately preceding the fifteenth day of July in this year, occupied as sole tenant (*i*), and resided in, the above-mentioned lodgings, and that those lodgings are of a clear yearly value, if let unfurnished, of ten (*k*) pounds or upwards (*l*).

DATED the — day of —, 18—.

(*The claimant.*)

I, the undersigned, hereby declare that I have witnessed the above signature of the above-named (*claimant*) at the date stated above, and that I believe the above claim to be correct.

DATED the — day of —, 18—.

(*Witness.*)  
(*Residence and calling.*)

(*e*) See Form (H) No. 2 in 2nd (county) and in 3rd (Borough) Schedule of Registration Act, 1885. This notice is to be sent in after the last day of July, and on or before the 20th day of August.

(*f*) *Or*,—township.

(*g*) *Or*,—for the — division of the county—*or*, for the borough of —.

(*h*) If the claim is in respect of different rooms successively occupied as lodgings in the same house, the notice of claim must specify each room, or set of rooms, so occupied.

(*i*) *Or*,—as joint tenant with —. (If there are two joint lodgers, the yearly value of the lodgings must be £20 or upwards.)

(*k*) *Or*,—twenty.

(*l*) Add, if so—and I hereby declare that I am on the register of parliamentary voters for the said division (*or*, county, *or*,—parliamentary borough) in respect of the same lodgings as above-mentioned, and I desire to have my name inserted in the old lodgers' list. (In this case the claim must be sent in on or before the 25th day of July.)

## No. CCCLXVIII.

*Of Claim in respect of the Occupation Franchise (County Registration) (m).*

To the Overseers of the Parish (*n*) of —.

I claim to have my name inserted in the list made by you of parliamentary voters for the county (*o*) of —, in respect of the qualification named below (*p*).

DATED the — day of —, 18—.

Name of claimant in full, surname being first.	Place of abode.	Nature of qualification.	Description of qualifying property

(Signature.)

## No. CCCLXIX.

*Of Objection to be given to Overseers in respect of the Occupation Franchise (County Registration) (q).*

To the Overseers of the Parish (*r*) of —.

I hereby give you notice that I object to the name of — (*s*) being retained on the — list (*t*) of parliamentary voters for the county (*u*) of — (*x*).

DATED the — day of —, 18—.

(Signature and place of abode)  
on the list of parliamentary voters  
for the parish (*r*) of —.

(*m*) See Form (H) No. 1 in Schedule 2 of Registration Act, 1885.

(*n*) Or,—township.

(*o*) Or,—for the — division of the county.

(*p*) Add, if so—and to have my name omitted from the corrupt and illegal practices list.

(*q*) See Form (I) No. 1, Schedule 2 of Registration Act, 1885.

(*r*) Or,—township.

(*s*) If the list contains two or more persons of the same name, the notice should distinguish the person intended to be objected to.

(*t*) If there is more than one list, the notice should specify the list to which the objection refers.

(*u*) Or,—for the — division of the county.

(*x*) Add, if so—and to the omission of the said name from the corrupt and illegal practices list.



## No. CCCLXX.

*Same to be given to Person objected to (County Registration) (y).*

To Mr. — (z).

I hereby give you notice that I object to your name being retained on the — list (a) of parliamentary voters for the county (b) of — (c), on the following grounds, viz. :—

1. That — (d).
2. That — (e).
3. That —.

DATED the — day of —, 18—.

*(Signature and place of abode)*  
on the list of parliamentary voters  
for the parish (f) of —.

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## No. CCCLXXI.

*Of Withdrawal of Objection (County Registration) (g).*

To Mr. — (h).

I hereby give you notice that I withdraw my objection to your name (i) being retained on the list (k) of — (l).

DATED the — day of —, 18—.

*(Signature) (m).*

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## No. CCCLXXII.

*Reviving an Objection (County Registration) (n).*

To Mr. — (o).

I hereby give you notice that I revive the objection which was

(y) See Form (I) No. 2, Schedule 2 of Registration Act, 1885.

(z) See n. (s) to preceding form.

(a) See n. (t) to preceding form.

(b) Or,—for the — division of the county.

(c) Add, if so—and to the omission of your name from the corrupt and illegal practices list.

(d) E.g.—you have not occupied for twelve months to July 15th.

(e) E.g.—you have been convicted (or, reported guilty) of a corrupt practice.

(f) Or,—township.

(g) See Form (N) Nos. 1 and 2 in the 2nd Schedule to the Registration Act, 1885.

(h) Or (if to the overseers)—To the overseers of —.

(i) Or (if to the overseers)—to the name of —.

(k) Refer to the list as in the two preceding forms.

(l) Add, if so—so far as regards the ground of objection numbered — in my notice to you—or, to him—of such objection.

(m) To be signed as in the preceding form.

(n) See Form (O) Nos. 1 and 2 in 2nd Schedule of Registration Act, 1885.

(o) Or,—To the overseers of —.

made by —, since deceased, to your name (*p*) being retained on the list (*q*) of — (*r*).

DATED the — day of —, 18—.

(*Signature*) (*s*).

No. CCCLXXIII.

*Of Claim to be given to Overseers by Claimants in respect of Ownership (County Registration) (t).*

To the Overseers of the Parish (*u*) of —.

I hereby give you notice that I claim to be inserted in the list of parliamentary voters for the county (*v*) of —, and that the particulars of my place of abode and qualification are stated in the columns below.

DATED the — day of —, in the year —.

(*Signature.*)

Name of the claimant at full length, the surname being first.	Place of abode.	Nature of qualification.	Description ( <i>x</i> ) of qualifying property.

(*p*) Or,—to the name of —.

(*q*) Refer to the list as in Form No. cccxv., p. 284, n. (*u*).

(*r*) Add, if so—so far as regards the ground of objection numbered — in my notice to you—or, to the person objected to—of such objection.

(*s*) To be signed as in Form No. cccxv., p. 284.

(*t*) See Form No. 2 in 2nd Schedule of Registration Act, 1885 (48 Vict. c. 15).

(*u*) Or,—township.

(*v*) Or,—division of the county of.

(*x*) The description should specify the street, lane, or other like place in the parish (or township), if any, and number of house, if any, where the property is situate, or name of the property, if known by any, or name of the occupying tenant; or if the qualification consists of a tithe rent-charge, of the name of the rectory, vicarage, chapelry, or benefice to which the rent-charge belongs, and if it consists of any other rent-charge, then the names of the owners of the property out of which such rent is issuing, or some of them, and the situation of the property, and a statement of the registration of the claimant in respect of such rent-charge in the register in force.

## No. CCCLXXIV.

*Of Objection to Ownership Voters to be given to the Overseers (County Registration) (y).*

To the Overseers of the Parish (z) of —.

I hereby give you notice that I object to the name of the person mentioned and described below being retained in the list of ownership voters for the county (a) of —.

Name of the voter objected to as described in the register or list of ownership claimants.	Place of abode as described.	Nature of qualification as described.	Description of qualifying property as given in the register or list of ownership claimants.

DATED the — day of —, in the year —.

(Signature and place of abode.)

## No. CCCLXXV.

*Of Objection to be given to Persons whose names are in the Ownership portion of the Register (County Registration) (b).*

To Mr. —, of — (c).

Take notice that I object to your name (d) being retained in the — (e) list of ownership voters for the county (f) of —.

(y) See Form No. 4 in 2nd Schedule of Registration Act, 1885.

(z) Or,—township.

(a) Or, — division of the county.

(b) This notice is to be given to these persons when objected to by any person other than overseers, and is to be given to the occupying tenant of the qualifying property, where notice is required to be given to the occupying tenant, see Form No. 5 (a), Schedule 2 of Registration Act, 1885.

(c) Insert the name and place of abode of the person objected to as described in the register, and in the case of notice to the tenant of the qualifying property insert his name and place of abode as described in the register.

(d) In the notice to the tenant instead of the words "your name," insert the name of the person objected to.

(e) Insert name of the parish or township.

(f) Or,—for the — division of the county.

And I ground my objection on the first column of the register (*g*), and the objection relates to the nature of your interest (*h*) in the qualifying property (*i*).

DATED this — day of —, 18—.

(*Signature and place of abode*)

On the register (*k*) of voters for the parish (*l*) of —.

### No. CCCLXXVI.

*Of Objection to be given to Persons whose names are on the List of Ownership Claimants (County Registration) (m).*

To Mr. —, of — (*n*).

Take notice that I object to your name (*o*) being retained in the — (*p*) list of ownership voters for the county (*q*) of —.

DATED this — day of —, 18—.

(*Signature and place of abode*)

On the register (*r*) of voters for the parish (*s*) of —.

### No. CCCLXXVII.

*Of Claim to Municipal Borough Registration (t).*

To the Overseers of the Parish (*u*) of —.

I claim to have my name inserted in the list of burgesses of the

(*g*) *Or*,—on the second—or, third—or, fourth column.

(*h*) In the notice to the tenant instead of the words “your interest,” insert—the interest of (*name of the person objected to*).

(*i*) *Or*,—to the value of the qualifying property.

(*k*) *Or*,—on the — list.

(*l*) *Or*,—township.

(*m*) This notice is to be given when these persons are objected to by any person other than overseers, and is to be given to the occupying tenant of the qualifying property, where notice is required to be given to the occupying tenant, see Form No. 5 (b), Schedule 2 of Registration Act, 1885.

(*n*) Insert name and place of abode of the person objected to as described in the list, and in the case of notice to the tenant of the qualifying property insert his name and place of abode as described in the list.

(*o*) In the notice to the tenant instead of the words “your name,” insert the name of the person objected to.

(*p*) Insert name of the parish or township.

(*q*) *Or*,—for the — division of the county.

(*r*) *Or*,—list.

(*s*) *Or*,—township.

(*t*) See Form (H) No. 3 in 3rd Schedule of Registration Act, 1885. This notice need not be served if the claim is to be registered both as a parliamentary voter and a burgess in respect of the same property, as in that case Form No. ccclxiv., p. 283, is sufficient.

(*u*) *Or*,—township.

municipal borough of —, in respect of the qualification named below (x).

DATED the — day of —, 18—.

Name of claimant in full, surname being first.	Place of abode.	Nature of qualification.	Description of qualifying property.

(Signature.)

No. CCCLXXVIII.

*Of Objection to be given to Overseers (Municipal Borough Registration) (y).*

To the Overseers of the Parish (z) of —.

I hereby give you notice that I object to the name of — (a) being retained on the list (b) of burgesses of the municipal borough of — (c).

DATED the — day of —, 18—.

(Signature and place of abode)

On the list of burgesses for the parish (z) of —.

No. CCCLXXIX.

*Same to be given to Person objected to (Borough Registration) (d).*

To Mr. — (e).

I hereby give you notice that I object to your name being retained

(x) Add, if so,—and I claim to have my name omitted from the corrupt and illegal practices list.

(y) See Form (I), No. 3 in 3rd Schedule of Registration Act, 1885. This notice need not be served if the reference to a burgess is included in Form *ante*, No. ccclxv., p. 284.

(z) Or,—township.

(a) See n. (t) Form No. ccclxv., *ante*, p. 284.

(b) See n. (u), *ib.*

(c) Add, if so,—and to the omission of the said name from the corrupt and illegal practices list.

(d) See Form (I) No. 4 in Schedule 3 of Registration Act, 1885. This notice need not be served if the reference to a burgess is included in Form *ante*, No. ccclxvi., p. 284.

(e) See n. (t), Form No. ccclxv., *ante*, p. 284.

on the list (*f*) of burgesses of the municipal borough of —, on the following grounds, viz. :—

1. That (*g*)

2. That

3.

DATED the — day of —, 18—.

(*Signature and place of abode*)  
on the list of burgesses for the parish (*h*) of —.

No. CCCLXXX.

*Of Withdrawal of Objection to Municipal Voter (Borough Registration) (i).*

To Mr. — (*k*).

I hereby give you notice that I withdraw my objection to your name (*l*) being retained on the list (*m*) of — (*n*).

DATED the — day of —, 18—.

(*Signature. (o)*)

No. CCCLXXXI.

*Reviving an Objection to Municipal Voter (Borough Registration) (p).*

To Mr. — (*q*).

I hereby give you notice that I revive the objection which was made by —, since deceased, to your name (*r*) being retained in the list (*s*) of — (*t*).

DATED the — day of —, 18—.

(*Signature (u)*).

(*f*) See n. (*u*), Form No. ccclxv., *ante*, p. 284.

(*g*) *E.g.*—you have not occupied for twelve months to July 15th.

(*h*) *Or*,—township.

(*i*) See Form (N) Nos. 1 and 2 in 3rd Schedule of Registration Act, 1885.

(*k*) *Or*,—the town clerk of —.

(*l*) *Or*,—to the name of —.

(*m*) Refer to the list as in the notice of objection, see *ante*, Form No. ccclxv., p. 284,

n. (*u*).

(*n*) Add, if so,—so far as regards the ground of objection numbered — in my notice to you—or, to him—of such objection.

(*o*) The notice should be signed as in the notice of objection, see *ante*, Form No. ccclxxviii., p. 291.

(*p*) See Form (O) Nos. 1 and 2 in 3rd Schedule of Registration Act, 1885.

(*q*) *Or*,—the town clerk of —.

(*r*) *Or*,—to the name of —.

(*s*) The list is to be referred to as in the notice of objection, see Form No. ccclxv.,

n. (*u*), p. 284.

(*t*) Add, if so,—so far as regards the 'ground of objection numbered — in the notice to you of such objection.

(*u*) The notice should be signed as in the notice of objection, see Form No. ccclxxviii., p. 291.

## No. CCCLXXXII.

*By Voter of Selection in the Case of Duplicate Entries  
(Borough Registration (x)).*

To the Revising Barrister for the Parliamentary Borough of —.

I hereby elect to vote in respect of the following entry in the — list (y) of voters for the parish (z) of —.

Name of voter in full, surname being first (a).	Place of abode.	Nature of qualification.	Description of qualifying property.

DATED this — day of —, 18—.

(Signature.)

## No. CCCLXXXIII.

*Of Claim by Freemen to be given to the Town Clerk (b).*

To the Town Clerk of the City (c) of —.

I hereby give you notice that I claim to have my name inserted in the list made by you of persons entitled as freemen to vote in the election of a member (d) to serve in Parliament for the city (e) of — and that my qualification is as freeman of —, and that I reside in — street, in this city (f).

DATED this — day of — 18—.

(Signature.)

(x) See Form (P) in 3rd Schedule of Registration Act, 1885.

(y) The list should be specified, and if the list is made out in divisions, the division in which the entry referred to appears.

(z) Or,—township.

(a) Copy the entry in the list of voters which the voter wishes to have retained for voting.

(b) See Form No. 7 of Schedule (B) of Registration Act, 1843 (6 Vict. c. 18).

(c) Or,—borough.

(d) Or,—members.

(e) Or,—borough.

(f) Or,—borough.

## No. CCCLXXXIV.

*Of Claim by Burgess in Borough purely Municipal (g).*

To the Town Clerk of the Borough of —.

I hereby give you notice that I claim to have my name inserted in the parish burgess lists of the borough of —, that I occupy — (*h*), in the borough, and that I have been rated in the parish of — (*i*).

DATED the — day of — in the year —.

(*Signature and place of abode.*)

## No. CCCLXXXV.

*Of Objection to Claim by Burgess in Borough purely Municipal (l).*

To the Town Clerk of the Borough of — (*l*).

I hereby give you notice that I object to the name (*m*) of — of —, in the parish of — (*n*), being retained on the parish burgess lists of the borough of —.

DATED the — day of — in the year —.

(*Signature*)  
of — (*o*).

## No. CCCLXXXVI.

*Of Claim by Liveryman in City of London (p).*

To the Secondaries of the City of London (*q*).

I hereby give you notice, that I claim to have my name inserted in the list made by the clerk of the company of — (*r*), of the livery-

(*g*) See Form D in Part II. of 8th Schedule of Municipal Corporations Act, 1882 (45 & 46 Vict. c. 50).

(*h*) Describe the house, warehouse, counting-house, shop, or other building then occupied by the claimant.

(*i*) State the parish or several parishes, and the time during which the claimant has been rated in each of them within the borough, necessary for his qualification.

(*k*) See Form (E) in Part II. of Schedule 8 of Municipal Corporations Act, 1882 (45 & 46 Vict. c. 50).

(*l*) *Or*,—To Mr. — (the person objected to).

(*m*) *Or*,—your name.

(*n*) Describe the person objected to as described in the parish burgess list.

(*o*) State place of abode and the property for which he is said to be rated in the parish burgess lists.

(*p*) This is the notice to be given to the Secondaries of the City of London, and to the clerks of the respective livery companies, according to Form No. 2, Schedule (C) of the Registration Act, 1843 (6 Vict. c. 18).

(*q*) *Or*,—To the clerk of the company of —.

(*r*) *Or*, (if the notice is to clerk)—made by you.



men of the said company (s), entitled to vote in the election of members for the City of London.

DATED the — day of — 18—.

(Signature, and place of abode, and name of company.)

### No. CCCLXXXVII.

*Of Objection to Parties inserted in the List of the Livery (t).*

To Mr. —.

I hereby give you notice, that I object to your name being retained in the list of persons entitled to vote, as freemen of the City of London, and liverymen of the company of —, in the election of members for the said City.

DATED the — day of — 18—.

(Signature, and place of abode.)

On the list of voters of —.

### No. CCCLXXXVIII.

*Of Objection to be given to the Secondaries of the City of London and to the Clerks of the respective Livery Companies (u).*

To the Secondaries of the City of London (x).

I hereby give you notice, that I object to the name of — (y), being retained in the list of persons entitled to vote, as freemen of the City of London, and liverymen of the company of —, in the election of members for the said City.

DATED this — day of — 18—.

(Signature, and place of abode.)

On the list of voters of —.

### No. CCCLXXXIX.

*Of Sale of a Copyright.*

To Messrs. (the Publishers), of, &c., Booksellers and Publishers.

I, the undersigned (the purchaser), of, &c., auctioneer, hereby give you and each of you NOTICE that, by an indenture bearing date, &c.,

(s) Or, (if to clerk)—of the liverymen of the company of —.

(t) See Form No. 4 in Schedule (C) of Registration Act, 1843 (6 Vict. c. 18).

(u) See Form No. 5 in Schedule (C) of Registration Act, 1843 (6 Vict. c. 18).

(x) Or,—To the clerk of the company of —.

(y) If the list contains two or more persons of the same name, the notice should distinguish the person objected to.

(*the author*), of, &c., gentleman, as the sole author and proprietor of a work intituled "——" (*z*), has sold and assigned the copyright thereof, together with all the unsold copies of the present (the ——) edition thereof, unto me, my executors, administrators, and assigns absolutely (*a*).

DATED this —— day of —— 18——.

(*The Purchaser.*)

No. CCCXC.

*Of Assignment of a Business and Book Debts (b).*

(*Place.*)  
(*Date.*)

Sir,—

I beg to give you NOTICE that, by an instrument in writing, bearing date, &c., and made between, &c., (*here state parties' names and occupations, as in the instrument*), the said (*vendor*) has agreed to give up to me the goodwill and full possession of the business lately carried on by him in —— Street, in this town (*or other place*), together with his stock, implements, utensils, and effects used in such trade, and all the trade [and other] debts due to him in respect thereof, and has by virtue of a power of attorney duly authorized me to receive the same debts: AND I therefore give you further NOTICE and request you [will have the goodness] to [call at the counting-house and] pay [or remit] me the sum of £——, appearing to be due from you to him, within —— days from this date, otherwise legal proceedings will be adopted (*c*) for the recovery thereof [without further notice].

I am, Sir,  
Yours, &c.,  
(*The Purchaser.*)

To Mr. ——.

No. CCCXCI.

*Of Assignment of a Bond Debt (d).*

To Mr. (*the Obligor*) (*e*), of, &c., Grocer.

I, the undersigned (*the assignee*), of, &c., draper, hereby give you (*f*) NOTICE, that, by an indenture, bearing date, &c., and made, &c., a

(*z*) Here insert the title of the work, or works if more than one, correctly.

(*a*) If assigned by way of security only, omit the word "absolutely," and here add—by way of mortgage [for securing —— pounds and interest].

(*b*) As to the effect of notice of assignment: see Judicature Act, 1873, s. 25 (6).

(*c*) Or,—it will be my unpleasant duty to enforce it.

Or,—as it is indispensably necessary [*in order*] to close his accounts forthwith.

(*d*) See above, n. (*b*).

(*e*) If more than one obligor, here insert the names and descriptions of them all.

(*f*) And here say—you and each of you.

certain bond or obligation, in writing, under your hand and seal (*g*), bearing date, &c., whereby you became bound (*h*) for yourself, and your heirs, executors, and administrators unto (*the obligee*) of, &c., maltster, in the penal sum of — pounds, with a condition thereunder written for making void the same on payment of the sum of — pounds, with interest for the same after the rate of £— per centum per annum on the — day of — now last past (*i*), has, in consideration of — pounds, been assigned by him, [*the said (obligee)*], to me, my executors, administrators, and assigns: AND I therefore hereby give you (*k*) further NOTICE to pay the said [*principal*] sum of — pounds, and all interest to become due upon or in respect thereof from the said — day of — last (*the date of the assignment*) to me, my executors, administrators, or assigns, or as I, or they, shall direct.

DATED this — day of — 18— (*l*).

(*The Assignee.*)

### No. CCCXCII.

#### *Of an Assignment of a Book Debt (m).*

To Mr. (*the Debtor*), of, &c., Grocer.

I, the undersigned (*assignee*), of, &c., draper, hereby give you NOTICE that, by an indenture bearing date, &c., and made, &c., a certain debt or sum of money, amounting to [*the sum of*] — pounds, due from you to the said (*assignor*) on simple contract, has (*n*) in consideration of — pounds been assigned [*and transferred*] to me, my executors, administrators, and assigns: AND I therefore give you further NOTICE, &c. (*as in the last form*) (*o*).

### No. CCCXCIII.

#### *Of an Assignment of a Policy of Life Assurance by way of Mortgage.*

To the Secretary of "The — Life Assurance Company," London (*p*).

I, the undersigned (*the assignee*), of, &c., grocer, HEREBY GIVE YOU

(*g*) Or,—hands and seals.

(*h*) Or,—if several obligors, here insert the words—jointly and severally—bound for yourselves and your respective heirs, &c. (*as above*).

(*i*) Or,—on a certain day now past.

(*k*) If several obligors, say—you and each of you.

(*l*) This form can easily be made applicable to a mortgage or any other assigned security.

(*m*) See n. (*b*) on preceding page.

(*n*) If it be desired not to show the exact consideration, here say—for the valuable consideration therein expressed.

(*o*) For forms of notice of assignment of accruing debts, and of the distinction between them and an order for the payment of money in respect of the duty and penalty: see *Buck v. Robson*, 3 Q. B. D. 686.

(*p*) This description should of course follow the name and place where the policy was effected, as some offices have several places of business.

NOTICE that, by an indenture bearing even date herewith (*q*) (*the assignor*), of, &c., draper, has assigned to me, my executors, administrators, and assigns, by way of mortgage (*r*) ALL his right and interest in and to a certain policy of assurance, numbered —, and bearing date the — day of — 18—; and effected by him on his own life (*s*), with the above-named company, in the sum of — pounds, and in and to all bonuses and additions whatsoever thereto and thereon: AND I GIVE YOU FURTHER NOTICE, therefore, not to pay any moneys due or payable, or to become payable upon or by virtue of the said policy, either to the said (*assignor*), his executors, or administrators, or to any person or persons other than to me, my executors, administrators, or assigns, or as I, or they, shall direct, during the continuance of my security as such mortgagee as aforesaid.

DATED this — day of — 18— (*t*).

(*The Assignee.*)

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No. CCCXCIV.

*A Short Form.*

To  
The Secretary of "The — Life Assurance Company" (*u*), London.

I, the undersigned (*assignee*), of, &c., grocer, HEREBY GIVE YOU NOTICE that, by an indenture bearing date, &c. (*the assignor*), of the same place, gentleman, has assigned to me, my executors, administrators, and assigns, by way of mortgage, ALL his right and interest in and to a certain policy of assurance, numbered —, and bearing date, &c., effected by (*the assignor*) with the above-named company, on his own life, in the sum of — pounds, and also his right and interest in and to all bonuses and additions thereon and thereto: AND I GIVE YOU FURTHER NOTICE not to pay any moneys now, or hereafter to become, payable upon or by virtue of such policy, either to the said (*assignor*), his executors or administrators, or to any person or persons whomsoever other than to me, my executors, administrators, or assigns, during the continuance of my security, as such mortgagee as aforesaid (*v*).

DATED this — day of —, 18—.

(*The Assignee.*)

(*q*) Or,—bearing date the — day of — last—or, of this instant month of —.

(*r*) Or,—for the general benefit of his creditors.

(*s*) Or,—effected by A. B., on his own life, with the above-named company, in the sum of — pounds, and by the said A. B. assigned to the said (*assignor*); and in and to all, &c. (*as above*).

(*t*) A fee of 5s. is payable on the delivery of an acknowledgment in writing of the receipt of this notice (30 & 31 Viet. c. 144, s. 6).

(*u*) See n. (*p*) on preceding page.

(*v*) See above, n. (*t*).

## No. CCCXCV.

*Of an Absolute Assignment of a Policy of Life Assurance.*

I, the undersigned (*the assignee*), of, &c., grocer, HEREBY GIVE YOU NOTICE that, by an indenture bearing even date herewith, (*the assured*) [heretofore, of, &c., but now] of, &c., draper, has, [for the valuable consideration therein expressed,] assigned and transferred absolutely unto me, the said (*assignee*), my executors, administrators, and assigns, all his right, title, and interest in and to a certain instrument or policy of assurance, bearing date, &c., and numbered —, whereby the — Assurance Company did assure unto the said (*assured*) the sum of — pounds to be paid to the executors, administrators, or assigns of the said (*assured*), — calendar months next after proof of his decease on payment of the annual premium [or sum] of — pounds in the meantime: AND I GIVE YOU FURTHER NOTICE, that the said policy of assurance, and all bonuses and additions thereto and thereon, and all other benefit and advantage whatsoever to be had and derived therefrom, are now vested in (*x*) and become the absolute property of me the said (*assignee*) [SUBJECT only to the payment of the said premium and to the terms and conditions of the said policy].

DATED this — day of —, 18—.

(*The Assignee.*)

To the Secretary of  
The — Assurance Company (*or as the case may be*).

## No. CCCXCVI.

*A Shorter Form.*

I, the undersigned (*the assignee*), of, &c., gentleman, HEREBY GIVE YOU NOTICE, that by an indenture, bearing date, &c. (*the assured*), formerly of, &c., but now of, &c., gentleman, for the valuable consideration therein expressed, has assigned to me, my executors, administrators, and assigns, a policy of assurance, bearing date, &c., and numbered —, whereby the — Assurance Society assured the sum of — pounds, to be paid to the executors, administrators, or assigns of the said (*assured*), — calendar months next after [proof of] his decease, on payment of the annual premium or sum of — pounds in the meantime: AND that the said policy and all benefits and advantages whatsoever to be derived therefrom, are now vested absolutely in me [subject to the payment of the said premium, and to the terms and conditions of the said policy].

DATED this — day of —, 18—.

(*The Assignee.*)

To the Secretary of  
The — Assurance Company (*or as the case may be*).

(*x*) Or, *shorter*—and now belongs absolutely to me.

## No. CCCXCVII.

*Of Assignment of an Annuity.**(By the Assignor.)*

I, the undersigned (*the assignor*), DO HEREBY GIVE YOU NOTICE, that, by a certain indenture of assignment, bearing date, &c., and made between, &c., I [the said (*assignor*)] have for the valuable considerations therein mentioned, sold and assigned to the (*assignee*), of, &c., draper, his executors, administrators, and assigns, ALL THAT annuity or clear yearly sum of — pounds, granted in and by a certain indenture, bearing date, &c., made, &c. (*y*): AND ALSO all my right, title, beneficial interest, claim and demand whatsoever, of, in and to, the same; TOGETHER with all arrears of the said annuity then due and payable: TO HOLD the said annuity, moneys, and premises unto the said (*assignee*), his executors, administrators, and assigns, absolutely for his and their own use and benefit (*z*): AND I [the said (*assignor*)] have also, by the said indenture of assignment, appointed the said (*assignee*), his executors, administrators, and assigns (*a*), to be the attorney and attorneys for me, my executors, and administrators, to recover and receive the said annuity, moneys, and premises; AND on receipt thereof, or any part thereof, to give and deliver good and sufficient releases, acquittances, and other discharges for the same; AND on nonpayment thereof, to take and use all lawful remedies, and means for recovery thereof: AND I GIVE YOU FURTHER NOTICE and require you henceforth to pay the said annuity, moneys, and premises, or cause the same to be paid, unto the said (*assignee*), his executors, administrators, or assigns, for his and their own use and benefit, or as he or they shall, from time to time, by any writing under his or their hand or hands, direct or appoint, [and to no other person or persons upon any account or under any pretence or pretext whatsoever] (*b*).

DATED this — day of —, 18—.

*(The Assignor.)*

To Mr. (*the party paying*).

(*y*) *Or*,—by the last will and testament of A. B., late of, &c., gentleman, deceased, bearing date, &c., given and bequeathed absolutely to me [*the said (assignor)*], &c. (*as above*).

(*z*) *Or*,—if by way of mortgage—for securing—or, better securing the repayment of the sum of — pounds [this day] advanced and lent by him to me, and the interest thereof, according to the tenor of a bond—or, agreement bearing date, &c.—*or*, even date herewith—given by me for the same. AND ALSO all such other sum and sums of money, not exceeding, in the whole, the sum of — pounds, as shall hereafter be due and owing from me to him, with interest for same after the rate of — per centum per annum, clear of all deductions whatsoever.

(*i*) *Or*, shorter—him and them.

(*b*) *Or*, if by way of mortgage, say—until you shall have received further notice from me.

## No. CCCXCVIII.

*Of Withdrawal of Claim for a Life Policy.**(By a Mortgagee or Assignee.)*

To

THE SECRETARY of "The ——— Life Assurance Company (c)," London.

I (d) HEREBY GIVE YOU NOTICE that I have now no charge or claim whatever (e) upon the policy numbered ———, and dated the ——— day of ———, 18—, effected by (the assured) with the above-named company, on his own life (f), in the sum of ——— pounds [on payment of the annual premium of £—— (g)]; AND I therefore hereby withdraw the notice served upon you on the ——— day of ———, 18—, of the claim I then had on the said policy; such claim having been fully satisfied.

DATED this ——— day of ———, 18—.

*(Signature.)*

———

## No. CCCXCIX.

*Of an Equitable Charge by way of Mortgage.**(Second Mortgagee to First Mortgagee.)*

To Mr. (the First Mortgagee), of, &amp;c., Grocer.

TAKE NOTICE that, by an agreement, dated, &c. (the mortgagor), of, &c., draper, did agree to charge (h), by way of mortgage (i), ALL THAT his right [benefit] and equity of redemption of in and to his freehold (k) estate called "——," situate, &c., and in the occupation of A. B., as tenant, and now in mortgage to you,—WITH the repayment of the sum of ——— pounds lent and advanced by me (l) to him, together with interest thereon after the rate of ——— per centum per annum.

DATED this ——— day of ———, 18—.

*(The Second Mortgagee) (m).*

(c) See p. 297, n. (p).

(d) Or, if given by an agent—on behalf of (the mortgagee—or, assignee)—of, &amp;c., gentleman.

Or,—on behalf of "The ——— Banking Company" at B., I hereby, &amp;c. (as above).

(e) Or,—that my claim on the policy numbered ———, dated, &amp;c., effected, &amp;c., has been fully satisfied. AND I therefore, &amp;c. (omitting the last six words).

(f) Or,—on the life of A. B.—or, if by a spinster afterwards married, here add—in her then maiden name of A. D.

(g) The words within brackets may be omitted; but they help to identify the policy.

(h) If so—with other property.

(i) Or,—by way of equitable mortgage—or, collateral security.

(k) Or,—leasehold—or, copyhold.

(l) If the notice be given by a solicitor or agent, instead of the words by me, substitute—by (the mortgagee) of, &amp;c., draper, to him, &amp;c.

(m) If the notice is signed by a solicitor or agent, add: solicitor—or agent of ———.

## No. CCCC.

*To Persons attending an Auction of the consequences of purchasing the Property offered for Sale (n).*

WHEREAS a *freehold* (o) dwelling-house, with the outbuildings and garden thereunto belonging, situate at, &c., and in the occupation of A. B. [at the annual rent of £——], is advertised to be sold [as Lot ——] by auction [by Messrs. C. & D.], by, or by the direction of (*the intended vendor*), of, &c., maltster, at the —— Hotel, in D. aforesaid, on ——, the —— day of ——, 18—: Now the said (*intended vendor*) and all persons attending such auction, are hereby warned, charged [and affected] with EXPRESS NOTICE that the said (*intended vendor*) has no authority whatever, either as mortgagee or otherwise, for selling the said dwelling-house (p) and premises, or for offering the same for sale; And that whoever shall attempt to purchase the same (q) in defiance of this notice, will be made a party to proceedings in the Chancery Division of the High Court of Justice, which will be immediately instituted for an injunction [to restrain such sale], and will be liable to the costs thereof.

DATED this —— day of ——, 18—.

(*The True Owner.*)

## No. CCCCI.

*By Vendor to Purchaser to complete a Purchase, preparatory to commencing an Action for Specific Performance of a Contract (r).*

To Mr. (*the Purchaser*), of, &c., Draper.

WHEREAS in or about the month of ——, 18—, I agreed to sell (s), and you agreed to purchase, by private contract, ALL that farm (t), called or known by the name of “——,” situate, &c., and now partly in the occupation of A. B., and partly in my own occupa-

(n) This notice should be affixed *conspicuously* on the property proposed to be offered for sale,—on the outside of the place wherein the auction is to be held, as well as in the auction room,—and a copy should be served on the auctioneer—the intended vendor—and his solicitor.

(o) Or, —— *lifehold cottages and gardens situate, &c., in the occupation, &c., at the respective rents of £—— and £—— (and if so) together with a policy for £—— in the —— office (giving the description of the property from the particulars of sale).*

(p) Or,—cottages and premises, or any or either of them.

(q) Or,—any or either of them.

(r) This form may be very much curtailed in practice by omitting such clauses as are not actually necessary under the circumstances.

(s) Or,—WHEREAS, on the —— day of —— last, you purchased at a public auction, held at D. in the county of H.—or, at Garraway's in the City of London (or, as the case may be).

(t) Or,—all that dwelling-house, with the outbuildings and garden thereunto belonging, situate at, &c., and now in the occupation of A. B. (or, as the case may be).



tion (*u*), at [or for] the price of — pounds (*x*); which sum was to be paid in such manner and on such terms and conditions as are stated in the memorandum next hereinafter mentioned (*y*):

AND WHEREAS such agreement was reduced into writing and was duly signed by us (*z*) [on the day of the date thereof, namely], on the — day of the said month of —, one thousand eight hundred and —, and the same was in the words and figures following:—[*here set out verbatim a copy of the contract*] (*a*).

AND WHEREAS you, in pursuance of such agreement, paid me (*b*) the sum of — pounds as a deposit on, and in part payment of, the said purchase-money; but have not since paid any further portion thereof,

AND WHEREAS there is still due to me, as the remainder of the said purchase-money, the sum of — pounds (*c*):

AND WHEREAS the title to the said hereditaments and premises, as shown by me, has been long since approved on your behalf, and repeated applications have been made by me, and on my behalf, to you to complete the said purchase and accept the possession of the said hereditaments and premises, but without effect: NOW I HEREBY GIVE YOU NOTICE that I am ready and willing, and hereby offer (*d*) to deliver up to you the possession of the said hereditaments and premises and the title-deeds relating thereto; AND ALSO to execute all such conveyances or assurances thereof, and to do, and procure to be done all such acts and things as may be deemed necessary by you, or on your behalf (*e*), for effectually vesting the fee simple and inheritance of the said farm and premises in you, or in such person or persons as you may direct, whenever such conveyances or assurances, having been first approved by my counsel or solicitor on my behalf, may be tendered to me for that purpose, or such acts shall be required to be done, on being paid the residue of the said purchase-money after making such deduction thereout as aforesaid: AND I

(*u*) If sold as a lot, here add—being lot —.

(*x*) Or,—subject to the conditions of such sale (*if so*) then and there read (*or, as the case may be*).

(*y*) If the sale was by auction the next clause must be omitted.

(*z*) Or,—by me and you the said (*purchaser*).

(*a*) If part of the property be let to yearly tenants and the other part be unoccupied or in the hands of the vendor, the following clause may be added—AND WHEREAS the cottages on the said farm are now let to yearly (*or other*) tenants, who are willing to attorn and pay their rents as I shall direct, and a cottage called “Butt’s Cottage” with the garden thereto (*or other part*) is, at present, unoccupied—or, a close called “— close” is in my own occupation.

(*b*) Or,—the auctioneer.

(*c*) If any abatement or allowance is to be made out of the purchase-money, here insert the following clause when applicable—AND WHEREAS, you having required to be allowed to deduct out of the residue of the said purchase-money the sum of — pounds, being the amount, as estimated by your own surveyor, of certain dilapidations alleged to have taken place on the said premises since the date of the said agreement, I am willing and hereby offer to allow you to deduct that sum accordingly, leaving the sum of — pounds due to me from you in respect of the said purchase.

(*d*) If so,—to procure the tenant of the said cottage and garden to attorn and pay his rent for the same to you; AND ALSO, &c. (*as above*).

(*e*) If sold by auction, here add—according to the said conditions of sale.

HEREBY GIVE YOU FURTHER NOTICE that, unless you comply with the terms of this notice, within — days from the date hereof (*f*), I shall, without further warning or delay, take such steps against you [either] for enforcing specific performance of the said agreement [or for damages in respect of the breach thereof] as I may be advised.

DATED this — day of —, 18—.

(*The Vendor.*)

## No. CCCCII.

### *Of Change of Surname (g).*

I, A. B. (*h*), heretofore called and known by the name of A. D., late of, &c., but now of, &c., Grocer, DO HEREBY GIVE PUBLIC NOTICE that, on the — day of this present month of — (*i*), I did, for and on behalf of myself and my heirs lawfully begotten, formally, wholly, absolutely [and utterly] renounce, relinquish, and abandon (*k*) the use of my said surname of D., and then assumed and adopted and determined thenceforth in all records, deeds, documents, and writings, —in all actions, suits, and proceedings,—in all dealings, transactions, matters, and things,—and upon all other occasions whatsoever,—to use and subscribe the name of “A. B.” (*h*) instead of the said name A. D., and, so as that I and my heirs, lawfully begotten, might, at all times thereafter, be called, known, and distinguished by the said name of A. B., and of A. B. only. AND I give further NOTICE that, by a deed poll, bearing date on the said — day of — instant, duly executed, and attested and acknowledged, and inrolled in the Central Office of the Supreme Court of Judicature on the — day of the said month of —, I formally, wholly, absolutely, and utterly renounced, relinquished, and abandoned the said surname of “D.,” and declared that I had assumed, adopted, determined, and intended thenceforth, upon all occasions whatsoever, to use and subscribe myself by the name of A. B. instead of A. D.; and so as to be, at all times thereafter, called, known, described, and distinguished by the name of A. B. exclusively.

DATED, &c.

(*Signature*) A. B., late A. D.

(*f*) Or, other period.

(*g*) A change of name is usually evidenced by notice by advertisement of the inrolment of a deed poll to that effect in the Central Office; but if other conditions are required by a will, settlement, &c., these must be complied with. For a form of deed poll, see *ante*, p. 162.

(*h*) The name assumed.

(*i*) Add (if so)—in compliance with the will, dated the — day of —, 18—, of —, of, &c., deceased, proved in the — registry of the Probate Division of the High Court of Justice.

(*k*) If the surname is not in substitution of, but *in addition to*, the present name the wording must be altered accordingly.

## No. CCCCIH.

*To Poor Law Guardians of the readiness of a Husband to Support his deserting Wife and Children on her returning, with them, to Cohabitation (l).*

To

The Guardians and Overseers of the Poor of the Parish of L., in the County of C.

I, the undersigned (*husband*), belonging to and residing at —, in the parish of D., in the county of C., dealer, hereby GIVE YOU NOTICE that I am willing, ready, and able,—and I hereby offer to maintain and clothe my wife and — children, named (*stating the names*), at my own expense, on her returning, with them, to cohabitation with me; AND that, in default of their so returning forthwith, I shall no longer hold myself responsible for their maintenance and clothing: AND I GIVE YOU FURTHER NOTICE and require you not to pay them, or any or either of them, or to any person for them, or any or either of them, any money on my account, for their or any or either of their maintenance or clothing, or on any other account whatsoever.

DATED this — day of —, 18—.

(*The Husband.*)

## PETITIONS.

## No. CCCCIH.

*In Bankruptcy by Debtor (n).*

In the High Court of Justice (*n*).

In Bankruptcy.

No. — of 18—.

Re (*debtor*).

I, — (*o*), having for the greater part of the past six months resided at — (*p*), within the district of the Court (*q*), and being

(*l*) Under the Poor Law Acts the guardians of any parish can compel a husband to support his wife, not an adulteress, and his children chargeable to his proper parish; but he has a right to insist upon his wife (with the children which she harbours from him) returning to cohabitation when he is willing and able to support them.

(*m*) See No. 4 of Bankruptcy Forms, 1883. Every bankruptcy petition requires a £5 stamp: see scale of fees under the Bankruptcy Act, 1883. For the preparation of the petition: see Bankruptcy Rules, 1883, No. 125; and as to the address for service of the solicitor suing out the petition: *ib.* No. 79. As to proceedings by or against a firm in the partnership name: *ib.* No. 115.

(*n*) *Or*,—in the county court of — holden at —.

(*o*) Name, address, and description of debtor. If the debtor resides at a place other than his place of business, both addresses should be inserted.

(*p*) *Or*,—carried on business at —.

(*q*) *Or*, as the case may be, following the terms of s. 95 of the Bankruptcy Act, 1883.

unable to pay my debts, hereby petition the Court that a receiving order be made in respect of my estate (*r*).

DATED the — day of —, 18—.

(*Signature.*)

Signed by the debtor in my presence.

(*Signature of witness.*)

(*Address and description.*)

Filed the — day of —, 18—.

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No. CCCC.V.

*In Bankruptcy by Creditor (s).*

In the, &c. (*as in the preceding form*).

Ex parte (*the creditor*).

I, C. D., of — (*t*), hereby petition the Court that a receiving order be made in respect of the estate of — (*u*).

1. That the said A. B. has for the greater part of six months next preceding the presentation of this petition resided at — (*x*), within the district of this Court (*y*).
2. That the said A. B. is justly and truly indebted to me (*z*) in the sum of £ — (*a*).
3. That I (*b*) do not, nor does any person on my (*c*) behalf, hold any security on the said debtor's estate, or on any part thereof, for the payment of the said sum (*d*).
4. That A. B., within three months before the date of the presen-

(*r*) Add (if so)—and that I may be adjudged bankrupt.

(*s*) See No. 10 of Bankruptcy Forms, 1883. Stamp £5.

(*t*) Or,—we C. D. of — and E. F. of —.

(*u*) Insert name, address, and description of debtor. If the debtor resides at any place other than the place where he carries on business, both addresses should be inserted.

(*x*) Or,—carried on business.

(*y*) Or, as the case may be, following the terms of s. 95 of the Bankruptcy Act, 1883.

(*z*) Or,—us in the aggregate.

(*a*) Set out amount of debt or debts and the consideration.

(*b*) Or,—we.

(*c*) Or,—our.

(*d*) Or,—That I hold security for the payment of—or, part of—the said sum, and I estimate the value of such security at the sum of £ —, or, but I will give up such security for the benefit of the creditors of A. B. in the event of his being adjudged bankrupt.

Or,—That I, C. D., one of your petitioners, hold security for the payment of, &c.  
That I, E. F., another of your petitioners, hold security for the payment of, &c.

tation of this petition, has committed the following act (e) of bankruptcy, namely (f).

(Signature.)

Signed by the petitioner in my presence (g).

(Signature of witness.)

(Address and description) (h).

No. CCCCVI.

*By Creditor for Administration in Bankruptcy of Estate of Deceased Debtor (i).*

In the, &c. (see preceding form).

I, C. D., of (j), hereby petition the Court that an order be made for the administration in bankruptcy of the estate of the late — (k), who died on the — day of —, 18—, and say:—

1. That the said A. B., for the greater part of the six months next preceding his decease, resided (l) at —, within the district of this Court (m).

2. That the estate of the said A. B. is justly and truly indebted to me (n) in the sum of £ — (o).

3. That I (p) do not, nor does any person on my (q) behalf, hold any security on the said deceased debtor's estate, or any part thereof, &c. (r).

4. That A. B., within three months next before the said date of

(e) Or,—acts.

(f) Set out the act, or separately the acts, of bankruptcy.

(g) If there be more than one petitioner and they do not sign together, the signature of each must be separately attested, e.g., signed by the petitioner E. F. in my presence. If the petition be signed by a firm, the partner signing should add also his own signature, e.g., A. S. & Co., by J. S., a partner in the said firm.

(h) The indorsement on the petition is as follows:—This petition having been presented to the Court on the — day of — 18—, it is ordered that this petition shall be heard at — on the — day of —, 18—, at — o'clock in the — noon.

And you, the said A. B., are to take notice that if you intend to dispute the truth of any of the statements contained in the petition, you must file with the registrar of this Court a notice showing the grounds upon which you intend to dispute the same, and send by post a copy of the notice to the petitioner [three] days before the date fixed for the hearing.

(i) Under s. 125 of the Bankruptcy Act, 1883: see No. 11 of the Bankruptcy forms, 1883. For the procedure in respect of the petition, see Bankruptcy Rules, 1883, Nos. 200, 201, 202. The stamp on the petition is £5. For the affidavit in support, see ante, Nos. cxxii. and cxxiii., p. 68.

(j) Or,—we, C. D., of —, and E. F., of —.

(k) Insert name and description of deceased debtor.

(l) Or,—carried on business.

(m) Or, as the case may be, following the terms of s. 95 of the Bankruptcy Act, 1883.

(n) Or,—us in the aggregate.

(o) Set out amount of debt or debts and the consideration.

(p) Or,—we.

(q) Or,—our.

(r) Here follow the creditor's petition: see preceding form.

his decease, committed the following act (s) of bankruptcy, namely [*set out the act (t) of bankruptcy*] (u).  
(Signature.)

Signed by the petitioner, in my presence (x),  
(Signature of witness.)  
(Address and description) (y).

# No. CCCCVII.

*For obtaining a Licence for a Queen's Counsel to defend a Prisoner (z).*

To

Her Majesty's Secretary of State for the Home Department.

THE humble Petition of (*the Prisoner*) of, &c., Grocer—

SHEWETH,

THAT your Petitioner (a) stands charged with (b) felony (c), and is committed for trial at the next sessions to be holden for the jurisdiction of the Central Criminal Court (d).

THAT your Petitioner is desirous of having the assistance of Mr. — (*the counsel desired*), one of Her Majesty's counsel learned in the law, in his defence.

YOUR PETITIONER therefore humbly prays that the necessary certificate or other document may issue to enable the said Mr. — to appear and plead to the said charge:

AND Your Petitioner, as in duty bound, will ever pray, &c.

(Signature) (e).

(s) Or,—acts.

(t) Or,—separately the acts.

(u) Or,—That the will of the said A. B. (*or*, as the case may be) was on the — day of —, 18—, proved by J. S., of —, and G. H., of —, who consent to this petition.

Or,—That letters of administration (*or*, as the case may be) were on the — day of —, 18—, granted to J. S., of —, and G. H., of —, and that the estate of the said A. B. is [according to my information and belief] insufficient to pay his debts.

(x) See n. (g) to preceding form.

(y) The indorsement on this petition is as follows:—

This petition having been presented to the Court on the — day of —, 18—, it is ordered that this petition shall be heard at — on the — day of —, 18—, at — o'clock in the — noon.

If you, the said J. S. or G. H., intend to dispute the matter of any of the statements contained in the petition, you must file with the registrar of this Court a notice showing the grounds upon which you intend to dispute the same.

(z) For the mode of applying to the Home Office for this royal licence: see *Law Times*, May 5, 1877, p. 7.

(a) The petition may be signed by the solicitor for the petitioner, and, if so signed, instead of your petitioner substitute—That — stands, &c., and that the said — is desirous, &c.

(b) Or,—indicted for.

(c) Or, as the case may be.

(d) Or,—at the Assizes—*or*, General Quarter Sessions of the Peace—to be holden in and for the county of H., holden at — in the said county.

(e) If by the solicitor, here add—solicitor for the above-named petitioner.

## No. CCCCVIII.

*By the Widow of a Bastard, who dies Intestate, for the portion of his Estate which devolves to the Crown (f).*

To the Right Honourable the Lords Commissioners of  
Her Majesty's Treasury.

The humble Petition of M. L., the widow of W. L., late of, &c., Grocer,  
deceased—

Sheweth,

*That* the said W. L. was an illegitimate son of J. L., late of, &c., grocer, and was baptized and registered in the parish of H. aforesaid, as “base-born”;

*That* he died in the month of —, in the present (g) year, 18—, intestate, leaving behind him your petitioner, his lawful relict, but no child, and, consequently, no lawful kindred, although he left a natural brother and a natural sister, who are also illegitimate children of the said J. L.;

*That* the said W. L., at the time of his death, was possessed of or entitled to a freehold messuage and garden (h) of the value of £ —, or thereabouts, and he was also possessed of or entitled to personal estate and effects which, after the payment of his debts, funeral and testamentary expenses, your petitioner estimates will not realise more than £ —;

*That* the personal property left by the deceased was acquired by the joint labours and exertions of the deceased and your petitioner continued during several years (h);

*That* your petitioner has been advised that, as the widow and relict of the said deceased, she is entitled to one-third of the rent of the said freehold messuage and garden, and to one moiety of the said personal estate and effects, and no more;

*That* your petitioner is — years of age; and, by reason of ill-health (k), is quite incapable of maintaining herself by her own industry, and her proportion of the deceased's estate and effects will be inadequate for her maintenance;

*That* your petitioner has no relations from whom she can expect any assistance towards her support, and the illegitimate brothers of the deceased, instead of rendering her any assistance, since the death of the deceased, continue to vex and annoy her, and have put her to expense by opposing her claim to letters of administration by litigious proceedings which are still pending;

Your petitioner, therefore, humbly prays, that your Lordships will take the circumstances into consideration, and grant her such proportion of the deceased's estate and effects which devolves to the Crown, as to your Lordships may seem meet:

And your petitioner will ever pray, &c.

(f) See 39 & 40 Geo. 3, c. 88, s. 12, and 59 Geo. 3, c. 94.

(g) Or,—last—as the case may be.

(h) Or,—as the case may be.

(k) Or,—bodily infirmities—or other cause.

## POWERS OF ATTORNEY (l).

No. CCCCIX.

*For use in Foreign Countries (m).*

KNOW ALL MEN *by these presents, That* I, H. H., of W., in the county of D. (n), gentleman, *by these presents, Do make, constitute, and appoint* G. G., of, &c. (o), gentleman, his executors and administrators, my true and lawful attorney and attorneys, with full power and authority for me and in my name, or otherwise as the case may require, and for my use, to sell and dispose of, ALL or any of the messuages, lands, hereditaments, property, estate and effects of and belonging to me, situate at N. aforesaid, or elsewhere [in the said county (p)], at such time or times, and in such manner as he or they, my said attorney or attorneys, shall be advised or shall consider expedient and most for my advantage; *And also* for me, and in my name, and as my act and deed, and for my use, to sign, seal, execute, and deliver all such conveyances and assurances thereof, and to do all acts, matters and things whatsoever, as may be necessary for the purpose of effectuating such sale or sales as aforesaid, and otherwise in or about the premises; *And also* for me, and in my name and for my use, to receive the purchase-moneys for the same respectively, and to give and execute the necessary receipts, acquittances and discharges for the same respectively; *And also* for me and in my name, and for my use, to ask, claim, demand, and receive of and from all person or persons whom it doth, shall, or may concern, all and every the rents, legacies, debts, sum and sums of money, property, or effects what-

(l) Powers, or letters of attorney, differ so much in form that only two or three can be introduced here, mainly to show their use in transacting business abroad. If intended to be used in France, Belgium, and neighbouring states, they are usually signed in the presence of, and attested by, two witnesses, one being a notary public signifying it under his hand and official seal. But in the case of other foreign countries a statutory declaration before a justice of the peace or a notary of the execution by the other attesting witness is necessary and must be similarly authenticated by the notarial seal. In the case of powers executed in a foreign country for use at home the seal or signature of the officer verifying the deposition of the witness must also be verified: *Re Davis*, L. R. 8 Eq. 98; but this further authentication is not required in the case of powers issued from the Chancery Paymaster's office and executed in a British colony before a notary public or other officer authorized to administer oaths. The usefulness of these instruments in England has been much extended by the Conveyancing Act, 1881, ss. 40 (married women), 46 (mode of execution of any assurance by donee of power), 47 (payment by attorney under power without notice of death, &c., good), 48 (deposit of original power in central office), and by the Act of 1882, ss. 8 (effect of power, for value, made absolutely irrevocable), and 9 (effect of power, for value or not, made irrevocable for fixed time). As to stamps, see letters or power of attorney in schedule to Stamp Act, 1870, as amended by 34 Vict. c. 4, s. 4.

(m) Stamp 10s.

(n) If to be used out of the kingdom, here add—**and kingdom of England.**

(o) **Of N. in the republic of France—or, of B. in the kingdom of Spain—or, of Quebec in North America (or, as the case may be).**

(p) **Or,—republic of France—or, kingdom of Spain.**



soever that now are, or shall or may be or become due and owing or shall belong to me from any person or persons whomsoever [in the kingdom aforesaid]; *And* on receipt thereof, or any part thereof, for me and in my name, to give, sign, and execute good and proper releases, acquittances, or other sufficient discharges for the same, or for such part or parts thereof respectively as shall be received by him or them; *And* on non-payment or non-delivery of the same, or any part thereof, for me and in my name, or his or their own name or names, to adopt, commence, and prosecute all such actions, suits, and other proceedings whatsoever for the recovering thereof, as he or they shall consider expedient, or be advised; *And generally*, to sign, seal and execute all such other deeds, conveyances, assurances, papers, documents, vouchers and writings, and to make, do, perform, and transact all such other acts, matters, and things whatsoever, as shall or may be considered necessary or proper, touching, relating or concerning the said business, and affairs of me, the said H. H., in the said county of D. (g), or elsewhere, in all respects, and to all intents and purposes whatsoever as effectually as I could do the same if I were personally present, *And* with full power for my said attorney or attorneys, for all or any of the purposes aforesaid, to substitute one or more attorney or attorneys under him or them, and such substitutions, at pleasure, to revoke. *And* all and whatsoever my said attorney or attorneys for the time being acting under [or, by virtue of] these presents, shall lawfully do or cause to be done in the premises, by virtue hereof, I, the said H. H., hereby for myself, my heirs, executors and administrators, agree to ratify, allow and confirm (r).

IN WITNESS, &c.

### No. CCCCX.

#### *Statutory Declaration of the due execution of the foregoing Power of Attorney (s).*

I (*the declarant*), of D., in the county of K, and in the United Kingdom of Great Britain and Ireland, merchant, do solemnly and sincerely declare, that (*the constituent*), the person (t) named in the power of attorney hereunto annexed, and marked with the letter A given to (*the attorney*) (u) dated the — day of — last, did on the — day of — last (x) sign and seal, and as his act and deed (y) in due form of law deliver the said power of attorney in the presence of (*the other attesting witness*) and of him this deponent; *And that*

(g) *Or*,—republic of France—or, kingdom of Spain.

(r) *And*, if desired, add: *And I declare that these presents shall be irrevocable for one year* [or,—months not exceeding twelve] from the date thereof.

(s) This declaration can be made before the mayor, a notary, or a justice of the peace. It requires no stamp.

(t) *Or*,—A. B. and C. D., the persons. Their descriptions need not be added.

(u) *Or*,—to Messieurs A. B. and Company.

(x) *Or*,—instant.

(y) *Or*,—their respective acts and deeds.

the name "——" (z) set and subscribed to the said power of attorney as the party executing the same, is of the proper handwriting (a) of the said (constituent); And that the names "——" and "——" (z), set and subscribed thereto as witnesses, attesting the due execution of the said power of attorney by the (constituent), are of the respective proper handwriting of the said (the other witness) and of me this deponent.

And I make, &c. (as in p. 143).

(The Declarant.)

No. CCCCXI.

*The Mayor's Jurat thereto.*

[Usually subjoined to the Declaration.]

TO ALL TO WHOM these presents shall come, I (the mayor), mayor of the city of B. (b), Do hereby certify that, on the day of the date hereof personally appeared before me (the declarant), of, &c., merchant, the declarant named in the foregoing declaration (c), being a person well known, of good repute, and worthy of good credit, and did solemnly and sincerely declare the contents of the said declaration (d) to be true.



In true faith and testimony whereof I, the said mayor, have (e) hereunto annexed the said power of attorney and affixed the seal of office of mayor of the city of B., this —— day of ——, 18—.

No. CCCCXII.

*Notary's Certificate (f).*

I (the notary), of the city of B. (g), notary public, by royal authority duly admitted and sworn, DO hereby certify and attest to all whom

(z) The names as signed.

(a) Or,—are of the respective proper handwriting of the said (constituents).

(b) Or,—of the town and county [and borough] of B. in the United Kingdom of Great Britain and Ireland, and also one of Her Majesty's Justices of the Peace for the said city—or, town and county [and borough].

(c) Or, if annexed—hereunto annexed—or, if on the other side—appearing on the other side of this sheet of paper.

(d) Or,—the several matters and things mentioned—or, contained in the said declaration to be true. In some countries an affidavit is still required. In such cases and when a mayor administers the oath instead of the words relating to the declaration—after "merchant," substitute,—and was sworn to the truth of the foregoing deposition upon the Holy Evangelists of Almighty God, and that he subscribed the same in my presence the —— day of ——, in the year of our Lord, 18—.

(e) Or,—have caused the seal of office of, &c., to be hereupon impressed—or, hereunto affixed.

(f) Stamp, 1s. For another form, see *ante*, p. 91.

(g) Or,—of the office of the mayoralty, of the said city of London—or, Bristol.

it may concern, that (*the declarant*), the person named in the declaration or paper-writing hereunto annexed (*h*), did duly subscribe his name to, and did solemnly and, in due form of law, declare the truth thereof before me (*i*) on the day of the date thereof; AND that the name "——" (*k*) set and subscribed to the attestation at the foot of the said declaration (*l*) is of the proper handwriting of the said (*mayor*) (*m*); AND that the said (*mayor*) (*n*) was, at the same time, such mayor (*n*) as aforesaid, and therefore full faith and credit ought to be given thereto in judicature, and thereout; AND I also certify that the said power of attorney was duly signed and sealed (*o*) by the said (*constituent*) whose name appears opposite the seal there-to (*p*): ALL which matters and things, an act being required of me, I have granted, under my hand and notarial [form] and seal of office this —— day of ——, 18—.

(*The Notary.*)  
(L. S.)

No. CCCCXIII.

*Merchants' Certificate.*

WE, the undersigned merchants, residing at the city of B. (*q*), in England, do hereby certify and attest to all whom it may concern, That (*the notary*), who hath signed and passed the foregoing certificate, is a notary tabellion public, duly admitted and sworn, dwelling and practising in the city of B. (*q*) aforesaid, faithful and lawful of trust, and to all acts, writings and other documents by him signed and passed, full faith and credit ought to be given in judicature, and thereout. In witness whereof we have hereunto subscribed our names, this —— day of ——, 18—.

WITNESS. (*Signatures of four Merchants.*)  
A. B., Bristol, England, Solicitor.

(*h*) Or,—appearing on the other side of this sheet of paper.

(*i*) Or,—before A. B., Esquire, the mayor of the city—or, town and county—or, town and borough—or, one of the justices of the peace in and for the borough of B. aforesaid.

(*k*) The name exactly as signed.

(*l*) Or,—affidavit.

(*m*) Or,—magistrate. If it be an affidavit and not a declaration, here substitute—by whom the oath was this day administered, in due form of law, to the deponent in this affidavit named, who signed the same.

(*n*) Or,—justice of the peace.

(*o*) Or,—duly executed.

(*p*) For the subsequent words of this form the following may be substituted:—

In testimony whereof I have hereunto subscribed my name and affixed my seal of office—or, notarial seal—this —— day of ——, 18—.

(*The Notary's signature and seal.*) (L.S.)

Notary Public,  
at B.

(*q*) Or,—in the city—or, at the town and borough of B.

## No. CCCCXIV.

*For receiving a Legacy Abroad.*

TO ALL TO WHOM these presents shall come (r), greeting: WHEREAS (*the constituent*) (whose maiden name was "Jones"), now the wife of T. B., of, &c., draper, on the — day of —, 18—, appeared before A. B., of W., in the county of —, notary public, and declared that her father, J. J., formerly residing at No. —, Rue St. Jean, Bordeaux, in the Republic of France, died on or about the — day of —, in the year 18—, leaving to her by his last will and testament, bearing date on or about the — day of —, 18—, as she is informed, the sum of — francs, or thereabouts; AND WHEREAS she, the said (*constituent*), is desirous of recovering and receiving the said legacy, and any other moneys, property and effects, which may be due and payable unto her by and from the estate of her said late father.

NOW THESE PRESENTS WITNESS, that she the said (*constituent*), with the consent and approbation of her said husband [the said T. B.], (testified by his executing these presents with her), DOth hereby make, ordain, constitute and appoint Messrs. T. & Co., of Bordeaux, aforesaid, bankers, and each of them, to be her true and lawful attorneys and attorney, Giving and hereby granting unto them and each of them her said attorneys, jointly as well as separately, full power and lawful and absolute authority for her the said (*constituent*), and in her name, or otherwise, as the case may require, to ask, demand, claim, recover and receive of and from the heirs, executors, or administrators of her late father, the said J. J., or of and from any other person or persons whom it doth, shall, or may concern, the payment of the said sum of — francs, or any other sum or sums of money, property or effects, to which she may be entitled in her capacity aforesaid;

AND for all that shall be recovered and received in the premises for her the said (*constituent*), and in her name on recovery and payment thereof, to sign, execute, and give good and sufficient discharges for the same; AND on non-payment and non-delivery thereof, to use and take all lawful means for the recovery and receipt thereof, and the same to prosecute to final issue, and to sign, seal, and execute all papers, writings and documents necessary in that behalf; AND generally for the said attorneys to do, perform, and execute all and whatsoever shall be expedient and necessary for effectuating the premises as fully and effectually, to all intents and purposes, as the said (*constituent*) might or could do if personally present, and did the same [even although more simple and special power should be required than is hereby given and granted, but which she would have understood as fully inserted herein];

AND with full power for her said attorneys to substitute one or more attorney or attorneys under them or either of them, and the same again to revoke, she hereby promising to ratify, confirm, and

(r) This power was prepared by bankers, and is introduced here, rather to show the nature and diction of powers for use abroad, than as a precedent.

hold as good and valid, all and whatsoever her said attorneys, or either of them, their or either of their substitute or substitutes, shall lawfully do or cause to be done in and about the premises by virtue hereof; IN WITNESS whereof she the said (*constituent*) hath hereunto set her hand and seal, and her said husband hath hereunto set his hand and seal, as consenting hereto, the day, month, and year first hereinbefore written (*s*).

WITNESSES.

(*Two witnesses.*)

(*Constituent*) (L. S.).

(*Husband*) (L. S.).

No. CCCCXV.

*For the General Management and Sale of Property Abroad.*

KNOW ALL MEN by these presents that I (*the constituent*), of, &c., Grocer, have made, constituted and appointed (*the attorney*), of, &c., Draper, my true and lawful attorney, for me, and in my name, and in my behalf, to do, perform, and execute all such acts, deeds, matters and things whatsoever as shall be requisite, or by him be deemed expedient to be done, performed, and executed in and with respect to the entire management and disposal of all property, moneys, and effects whatsoever, whether real or personal, belonging to me the said (*constituent*), and now being at B., or elsewhere, in the kingdom (*t*) of S., and all such as I may become or be entitled to by will or otherwise; AND ALSO for me, and in my name, to ask, demand, sue for, recover, and receive all such debts, [rents,] sum and sums of money, property and effects as now are, or may be or become due, or, in any way belonging to me [the said (*constituent*)], from all or any of the person or persons holding, being, or becoming liable to pay or deliver the same; AND, on nonpayment thereof, to adopt, commence and prosecute all such actions, and other proceedings whatsoever for the recovery of such debts, [rents,] property, and effects, or any or either of them, or any part thereof respectively; with full power to abandon and rescind all or any such actions and other proceedings and to recommence the same, or to commence and substitute others in lieu thereof; and to compromise, adjust, settle and compound any such debt or debts, claims or demands respectively; AND on receipt or satisfaction thereof or of any or either of them, for me, and in my name, to sign and give all such receipts, releases, acquittances, and other discharges for the same as shall be effectual and sufficient for that purpose; AND ALSO for me, and in my name, generally to adopt and prosecute such lawful ways and means in touching or relating to the matters and management aforesaid as shall or may be by my said attorney conceived or considered necessary or desirable, and as fully and effectually to all intents and purposes as I the said (*constituent*) could or might adopt and prosecute if I were present in person;

(*s*) The same notarial forms must be appended as are added to the last precedent.

(*t*) Or,—empire.

AND lastly, I hereby recall all other powers of attorney I may have given unto any other person or persons, and I hereby agree to ratify, allow and confirm whatsoever my said attorney shall lawfully do, or cause to be done, for and in my name, by virtue hereof.

IN WITNESS, &c. (*as in p. 45*) (*u*).

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No. CCCCXVI.

*For executing a Company's Deed of Settlement.*

KNOW ALL MEN by these presents that I (*the constituent*), of, &c., Grocer, being a subscriber for — shares, of — pounds each, to "The — Company, Limited," being a company duly registered and established for the transaction of all matters usually known as (*here insert the business of the company*) (*x*), or connected therewith, as mentioned in the indenture hereinafter referred to, do hereby constitute and appoint (*the attorney*), of, &c., gentleman, my true and lawful attorney, for me and in my name, and as my act and deed, to sign, seal, and deliver a certain indenture [already prepared and engrossed and] bearing date, &c., and made between A. B. and C. of the first part, (*stating the names and address of each of the parties*), J. W., of, &c., Esquire, a trustee by the said indenture constituted on the part of the said company of the second part, and the several other persons whose names and seals are [intended to be] thereunto subscribed, and affixed, of the third part; SUCH indenture being known as the deed of settlement of the said company; AND I hereby further empower my said attorney to do, or cause to be done generally, all such acts, deeds, matters and things whatsoever as may be deemed necessary or proper for making the said indenture, and all the covenants, stipulations, clauses and agreements therein contained binding and conclusive upon me, as such subscriber as aforesaid, and upon my heirs, executors, administrators, and assigns: AND I agree to ratify and confirm all and whatever my said attorney shall lawfully do, or cause to be done, in the premises by virtue hereof.

IN WITNESS whereof I have hereunto set my hand and seal the — day of —, 18—.

SIGNED, SEALED, and DELIVERED (*as in p. 55*).

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No. CCCCXVII.

*Affidavit of the due execution of a Power of Attorney.*

18—, —, No. —.

In the High Court of Justice.

— Division.

I (*the deponent*), of, &c., Draper (*y*), make oath and say as follows:— (*z*)

(*u*) For notarial signatures to be appended, see preceding forms.

(*x*) As fire and life assurance—or, banking—or, shipping (*and the like*).

(*y*) Or,—clerk to J. K., of &c., solicitor—or, merchant.

(*z*) Or if the deponent be a Quaker—solemnly affirm and declare, &c.

1. I was present, on the — day of —, 18—, and did see (*the principal*), of, &c., grocer, duly sign, seal, and, as his act and deed, in due form of law, deliver the power of attorney hereunto annexed : and that the name “ A. B.” (*the name as signed*) (*a*), set and subscribed against the seal of the said power of attorney [as the person executing the same], is of the proper handwriting of the said (*principal*).

2. The names “ — ” and “ — ” (*copying the signatures literally*) severally subscribed to the said power of attorney as witnesses attesting the due execution thereof, are of the respective proper handwriting of myself and J. K., of, &c., gentleman (*b*).

SWORN, &c. (*as in p. 39*).

Filed on behalf of —.

## PROBATE (*c*).

No. CCCCXVIII.

### *Oath for an Executor.*

In the High Court of Justice.

Probate, Divorce, and Admiralty Division.

(Probate.)

The principal (*d*) registry.

In the goods of A. B. (*e*), deceased.

I (*the deponent*), of, &c., (*f*) grocer, (*g*) the natural and lawful

(*a*) Or,—mark “X.”

(*b*) Here state the correct description.

(*c*) The following is an abridgment of the regulations as to the personal application department for grants of probate or letters of administration in the principal or district registries attached to the Probate Division of the High Court of Justice :—

1. Application for probate or letters of administration without a proctor or solicitor, must be made *in person*, at the principal registry, at the department for personal applications, or at the district registry, and *not* by letter.

2. No such application will be received through an agent of any kind, whether paid or unpaid.

3. Applicants attended by a person acting, or appearing to act as their adviser in the matter, will not be entertained.

4. All fees are to be paid, in advance, in Probate Court Stamps.

5. Applications made in the first instance through a proctor or solicitor at the principal or a district registry, cannot be afterwards treated as a personal application.

(*d*) Or,—the district registry at D. (*the place of registry*).

(*e*) Here insert the Christian and surnames only.

(*f*) Or,—We, A. B., of, &c., grocer, and C. D., of, &c., draper, severally make oath, &c. (*as above, using the plural throughout, and varying the form according to the sex of the different parties*).

(*g*) The names, residences, titles, profession, or occupation of *each* party should be accurately inserted. If either should be incorrectly described in the will, here insert the correct name, adding,—in the will called—or, named—(*the name as stated in the will*).

brother (*h*) of the deceased, make oath (*i*) and say—that I believe the paper writing (*k*) hereto annexed and marked by me (*l*) to contain the true and original last will and testament (*m*) of (the tes-

6. Applications for grants in cases previously before the court (on motion or otherwise) will not be entertained, but must be made through a proctor, solicitor, or attorney.

7. Applications entertained, and requiring the direction of the court, will not be proceeded with, but must be placed in the hands of a proctor, solicitor, or attorney.

8. The necessary papers for the grant will be prepared in this department at the principal registry or in the district registry, but the applicant may take such papers, or any of them, filled up, but *not sworn to*, and they may, if correct, be received on payment of the usual fee for perusal. All further papers required will be drawn in this department, where testamentary papers once deposited will not be returned, unless under special circumstances, and by permission of one of the registrars.

9. All oaths and affirmations must be made before some proper authority of the principal or district registry, unless otherwise permitted by one of the registrars.

10. On every application for a first grant, a certificate of the death or burial of the deceased must be produced, or a satisfactory reason for its non-production given to one of the registrars.

11. Every applicant must be prepared with a reference to some person of position or character, to establish his or her identity.

12. Engrossment of wills and testamentary papers are to be made in the registry.

13. Every applicant must give under hand, a schedule of the deceased's property affected by the grant on a form, which can be had at the registry.

14. No legal advice is to be given to applicants; nor are the clerks responsible beyond embodying, in a proper form, the instructions given to them; but they will, as far as practicable, assist applicants by giving them information and directions as to the course to be pursued.

15. A receipt or acknowledgment is to be given to the applicant, and it must be produced by the person calling for the grant when completed.

16. No clerk or officer of this department is to become surety to any administration bond.

17. Administration bonds in personal applications must be executed in this department, or in a district registry. If in the former the bond must be attested by the chief or senior clerk in attendance.

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(*h*) If the executor be related to the deceased, the degree of relationship must be here, stated as,—the natural and lawful son—or, a nephew—of the [said] deceased, being a son of A. B., a brother of the said deceased.

*Or*,—the lawful widow and relict of the said deceased.

If the degree of relationship, if any, be not stated, a certificate of it signed by the solicitor to the executor must be indorsed on the oath of the latter. The following form of it has been allowed :—

I hereby certify that the within-named A. B., the executor of the within mentioned will [and (*if so*) codicil], is a nephew of the within-named testator, and a son of W. B., a brother of the said deceased.

(*i*) *Or*,—do solemnly, sincerely, and truly affirm and declare.

(*k*) *Or*,—writings.

(*l*) If more than one executor—by us.

(*m*) If the testator left any codicil or testamentary paper, here add—and codicil—or, codicils—or, testamentary paper—thereunder written—or, if annexed—thereto—or, thereunto—annexed, such codicil being marked “A”—or, such codicils being marked respectively “A, B,” and “C.” Each testamentary paper is to be marked by the persons sworn and the person administering the oath. The following *exhibit* must be marked by the Commissioner on the codicil, or *each* of the codicils, if annexed :—This is the codicil—or, this is the codicil, marked “A”—referred to in the affidavit of (the executor), and signed by me this — day of —, 18—.

A Commissioner, &c.



tator) (*n*), late of, &c., grocer, deceased, that I am the the sole (*o*) executor therein named, and that I will well and faithfully administer the personal estate and effects of the said (*testator*) by paying his just debts, and the legacies contained in his will (*p*) so far as the same shall thereto extend and the law bind me; that I will exhibit a true and perfect inventory of all and singular the said estate and effects, and render a just and true account thereof, whenever required by law so to do; that the testator died at D. aforesaid (*q*) on the — day of — last — [or, 18—]; and that the whole of the personal estate and effects of the said testator does not amount in value to the sum of — pounds to the best of my (*r*) knowledge, information, and belief.

(Signature.)

SWORN, &c. (*s*)

## PROMISSORY NOTES. (*t*)

No. CCCCXIX.

*Payable on Demand.*

(Place.)

(Date.)

£ — : — : —

On demand, I promise to pay A. B., or order (*u*), — (x) pounds (*y*).

E. F.

(*n*) *Or,—testatrix.* If the name of the testator be wrongly spelt or misdescription is given in the will or codicil, it should be corrected by being thus referred to—**George John Noakes** (*the testator's correct name*), in the will—*or*, codicil—written **George Noaks**—*or*, **George Noakes**, in the will called **George Noaks the Elder**. So as to places and the names of the executors. If the names have been written in different ways as—John Nokes and John Noaks by either party the correct name should be first stated, adding—*otherwise John Nokes—or, Noaks—late of, &c. (as above).*

(*o*)—**sole surviving executor—or, executor according to the tenor—or, executrix during widowhood** (*or, as the case may be—or, we are two (or more) of the executors therein named, &c. (as above).* When several executors are appointed, and some or one of them only has sworn, a memorandum should be made in the margin of the oath that power is to be reserved to the other executors, or that they have renounced.

(*p*) **And codicils**, if any.

(*q*) If it be intended to obtain the grant from a district registry, here add—that the said deceased at the time of his death, had a fixed place of abode at D. within the district of —.

(*r*) *Or,—our.*

(*s*) See *ante*, p. 10.

(*t*) For stamps: see Schedule to Stamp Act, 1870 (33 & 34 Vict. c. 97), amended by 34 Vict. c. 4, ss. 2, 3.

(*u*) *Or,—bearer.* Formerly the words “order” or “bearer” were essential to render the note negotiable, but this is not so now, as prohibitive words of transfer are required to indicate a contrary intention: see Bills of Exchange Act, 1882 (45 & 46 Vict. c. 61), s. 8. By the same Act (s. 7) the note may be made payable to two or more payees jointly, or in the alternative to one of two, or one or more of several payees, or to the holder of an office for the time being.

(*x*) The amount to be here written in words.

(*y*) As a note is often intended to be a continuing security, add (if so)—**with in-**

No. CCCCXX.

*At Sight (z).*(Place.)  
(Date.)£ — : — : —At sight (a) I promise to pay A. B., or bearer (b), — pounds.  
C. D.

No. CCCCXXI.

*Payable at one Time.*(Place.)  
(Date.)£ — : — : —— months after date, I (c) promise to pay A. B. (d), or order,  
— pounds, with lawful interest (e).

E. F. (f).

No. CCCCXXII.

*By Instalments.*(Place.)  
(Date.)£ — : — : —I promise to pay A. B., or order, — pounds, with lawful interest (g)  
in manner following, namely, the sum of — pounds [part thereof] on  
the — day of — next; the further sum of — pounds [other part

terest thereon at — per cent., by which means the interest will run from the date, unless a jury otherwise decide (see s. 57 of the above Act). The addition of the words—**for value received**—is usual but unnecessary as value is implied by law, nor is an attesting witness required though often employed, and if so his address and occupation should be stated.

(z) The note must be exhibited to the maker as a condition precedent to his liability, and there are no days of grace: ss. 10 and 14 of the Bills of Exchange Act, 1882.

(a) Or,—at [10] days after sight. In this case the Statute of Limitations runs from the expiration of that period.

(b) Or,—order.

(c) Or, if given by two or more persons,—**we jointly and severally.**

(d) Or,—to Messrs. A. B. & Co., or their order.

(e) Or, if any particular rate of interest, above £5 per cent., be agreed upon, here say—**interest after the rate of — per centum per annum.**

(f) If the persons signing the note are acting in a fiduciary character, and do not intend to incur personal liability, this should clearly appear, especially if the body, for whom these persons are acting, is incapable of giving the note, by reason of the want of statutory or other power: see forms of promissory notes held to create personal liability in *Allan v. Miller*, 22 L. T. Rep. N. S. 825.

(g) See n. (e) above.

thereof] on the — day of — next; and the further sum of — pounds [being the remaining part thereof] on the — day of —, which will be in the year 18— (h).

E. F.

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No. CCCCXXIII.

*To secure a floating Balance.*

(Place.)  
(Date.)

£ — : — : —

— months after demand, I promise to pay A. B., or order, so much money as shall be then due from me to him, upon balance of accounts between us, not exceeding in the whole the sum of — pounds, with lawful interest (i).

E. F.

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PROPOSALS.

No. CCCCXXIV.

*With a view to a Sale (k).*

1. The name and address of the vendor.
2. — of solicitors.
3. The — of the property, whether FREEHOLD or LEASEHOLD (l) give situation, and distance from nearest railway station and market town.
4. If let,—how let,—and at what rent.
5. The outgoing.
6. If LEASEHOLD,—the ground-rent.
7. The term,—and unexpired portion.
8. The name and address of tenant for life, or annuitant, if one.
9. If lifehold,—for what life,—if insurable or not,—at ordinary rate.

(h) To this the following may be added, if so agreed—and if default [shall] be made in payment of either of such instalments [or, sums] on the day above appointed for payment thereof, then this note shall be in force for the whole sum then unpaid with interest thereon (see ss. 9 and 89 of the Bills of Exchange Act); but whether three more days of grace are then to be allowed?

(i) This must bear a stamp sufficient to cover the full amount secured.

(k) Preliminary information of this nature is requisite in reference to the sale of any reversionary and other like interests, by public auction or otherwise. The form must of course be varied as occasion may require. The several properties are strung up in one so as to avoid repetition, especially as the forms (Nos. ccccxxviii. to ccccxxxi.) which follow will afford the necessary aid in distributing them.

(l) If REVERSIONARY INTERESTS, how created—by will or deed—if absolute or contingent—funds or shares—how invested—present market prices.

10. If insured,—in what office,—the amount,—the premium,—when and how payable,—with or without profits,—and (if any) what bonuses have been declared and received.

11. The dates of births of the tenant for life, and reversioner.

12. If both or either is married.

13. Their trades or occupation.

14. The names and addresses of the trustees.

15. If the investment can be changed into other, and Government securities.

16. The contingencies, if any, to which the vendor's interests are subject.

17. The tenant for life will attend at any place and do what may be necessary for effecting a policy on his life; but if required to travel, on having his expenses paid.

18. There is no probability of the tenant for life going abroad.

19. There will be legacy or succession duty payable on the death of the tenant for life.

20. The reserved price, if a sale be effected, by private treaty, will be £——.

Terms proposed, on behalf of the proprietor, by

A. B. & Co.,  
Solicitors.  
(Place.)  
(Date.)

No. CCCCXXV.

*For Mortgage of a Freehold Estate.*

A sum of £—— is required, at £—— per cent. per annum, [for a term of —— years,] on the security of a FREEHOLD (*m*) Estate, of which the following are the particulars:—

1. The tenure is FREEHOLD.

2. It is situate at, &c. [in the —— hunting district], and near the —— railway.

3. It consists of a farm, comprising about —— acres, of arable, meadow, pasture, and woodland.

4. It is well timbered.

5. It is let, on a yearly tenancy (*n*), at £——.

6. The tenant pays the tithe rent-charge, rates, taxes, and fire insurance.

7. There is no prior charge on the property (*o*).

8. The estimated saleable value of the property is £——.

9. A plan of the estate, and a copy of a valuation, made on a recent

(*m*) Or,—copyhold—or, leasehold (*or other property*).

(*n*) Or,—on a lease for —— years, of which —— are unexpired.

(*o*) Or,—there is an existing mortgage on the property, which is to be satisfied out of the present loan.

occasion, accompany this proposal, both of which must be returned to us.

This proposal is made, on behalf of a highly respectable client, by  
A. B. & Co.,  
Solicitors.

(Place.)  
(Date.)

## No. CCCCXXVI.

### *For Mortgage of a House.*

A sum of £—— is required, at £—— per cent. per annum, [for a term of —— years,] on the security of LEASEHOLD property, of which the following are the particulars:—

1. The tenure is LEASEHOLD,
2. The original term was for —— years, of which —— are unexpired.
3. The ground-rent of each house is £——.
4. The property is situate at, &c. [in the —— hunting district].
5. It consists of a well-built modern (*p*) mansion, stands on an eminence, is well drained, and sheltered, has a southern aspect, is fully supplied with pure spring-water [and with soft water from a tank], and contains on the:—  
Basement,—Rooms, replete with domestic conveniences.  
Ground floor,—Reception rooms, —— by ——, &c. (*giving dimensions*).  
First floor,—Bedrooms, with w.c.  
Second floor,—Ditto, with linen and other closets.  
Third floor,—Servants' bedrooms.

All papered, well [and recently] painted, and in excellent condition.

6. Stabling for —— horses, coach-house, and harness rooms.
7. Large walled-in garden, about ——, stocked with [choice] fruit trees.
8. Orchard, about —— acres, with selected apple-trees.
9. About —— acres of meadow and pasture land, with the right of shooting (*q*) over about —— acres of rich arable, meadow, and pasture land, and about —— acres of woodland, all abounding with game (*r*).
10. It is let, on a yearly tenancy (*s*), at £——.
11. The tenant pays the tithe rent-charge, rates, taxes, and fire insurance.
12. It is near the —— railway, the town of D., the church, and the post-office.

(*p*) Or,—Gothic (*or other style*).

(*q*) If so—and fishing.

(*r*) Or,—affording good partridge, pheasant, and wild-fowl shooting.

(*s*) Or,—on a lease for —— years, of which —— are unexpired.

13. There is no prior charge on the property (*t*).  
 14. The estimated saleable value of the property is £——.  
 15. A plan, &c. (*see preceding form*).  
 This proposal is made, &c. (*as in the preceding form*).

A. B. & Co.,  
 Solicitors.

(Place.)  
 (Date.)

## No. CCCCXXVII.

### *For Mortgage of Houses and Buildings.*

A sum of £—— is wanted on mortgage, at £—— per cent. per annum, on security of LEASEHOLD property, of which the following are the particulars:—

1. The property is situated at D., distant from the —— railway about —— miles, from the church about a —— of a mile (*u*), and from the post-office about a —— of a mile.

2. It consists of a terrace (*x*) of —— houses (Nos. 1 to ——), of —— floors, and each house contains, &c. (*setting the rooms out as in the preceding form*).

3. It has a frontage of —— feet, and a depth of —— feet.

4. It is held under an original (*y*) lease of the Earl of B. for —— years absolute, of which —— are unexpired.

5. —— of the houses are let on lease for —— years at £—— per annum each.

6. The rest (*z*) to yearly, respectable tenants at £—— per annum each.

7. The rents are payable quarterly—at Christmas, Lady-day, &c.

8. The apportioned ground rents amount [in the aggregate] to £——, and are payable half-yearly, at the offices of Messrs A. B. & Co. (the solicitors (*a*) for the Earl of B.), at D.

9. The fire insurance, rates, and taxes, except land tax (£——) and property tax (£——), are payable by the tenants.

10. The property is already in mortgage for £——, which is intended to be satisfied out of the present loan.

11. The estimated value of the property is £——.

This proposal is made on behalf of a very respectable client, and further particulars will, if required, be given by us.

A. B. & Co.,  
 Solicitors.

(Place.)  
 (Date.)

(*t*) Or, if a charge exists: see preceding form, n. (*o*)

(*u*) Or,—minute's walk—or, a short distance—or, near.

(*x*) Or,—block.

(*y*) Or,—underlease—or, assignment.

(*z*) Or, if partly unlet—except numbers —— and —— [which are unlet].

(*a*) Or,—steward—or, agent.

## No. CCCCXXVIII.

*On Applications for Loans on Mortgage (b).*

PARTICULARS of property proposed as a security for a loan on mortgage for £——.

(*If Freehold.*)

1. The nature and soil of the property.
  2. The situation, high or low.
  3. The extent in area.
  4. Whether arable, meadow, pasture, or woodland.
  5. Whether well timbered, and with what timber.
  6. Whose estates it joins.
  7. What (if any) part of it is adapted for building purposes.
  8. What distance from the nearest town and railway station.
  9. What from church and post-office [and medical practitioner].
  10. What hounds are kept in the locality, and how near.
  11. If let,—whether let by the year or on lease.
  12. If not let,—the amount of the rateable and gross value stated in the income and property-tax assessment.
  13. The amount of the outgoing for rates, taxes, tithe rent-charge, land tax (if any), and other outgoing.
  14. If there is any prior charge or incumbrance,—the amount,—and the names and addresses of the other parties interested in the property.
  15. If any such charge—how proposed to be discharged.
  16. If insured against fire,—the office,—the amount,—and the premium.
- 

## No. CCCCXXIX.

(*If Copyhold.*)

[*Here insert Nos. 1 to 6 in preceding form.*]

7. Its tenure,—whether copyhold of inheritance,—customary freehold,—or copyhold for lives.
8. The lord's rent,—and whether ancient or arbitrary.
9. The custom of the manor as to—
  - Alienation*,—whether a licence is necessary.
  - Widowhood*, or Freebench, if any,—whether for the widow of the first purchaser,—or of the tenant dying in possession.
  - Uses and Trusts*,—if recognized.
  - Descent*,—whether to the eldest, youngest, or all the sons of the tenant dying in possession.
  - Heriots*,—the amount, or the best beast or “best good.”

(b) See n. (k), *ante*, p. 321.

*When payable*,—whether on the death of *each*, or *last* nominee.  
*Renewals*,—if any,—whether on the dropping of *each*, or the *last* life.

*The fine for renewal*,—if fixed, the amount; if not, the sum paid on last renewal.

*Repairs*,—house-bote, plough-bote, or turbarry (*e*).  
 [*Here add from No. 7 to the end of last form.*]

No. CCCCXXX.

(*If Lifehold.*)

[*Here insert Nos. 1 to 6, as in the preceding form.*]

7. The number of lives by which it is held.

8. Their ages and occupations.

9. The state of the health of each.

10. If the life of either insured; and if with profits.

11. If so,—when,—in what office,—to what amount,—and at what premium.

12. How many, if any, bonuses have been declared,—and, if any, how many of them have been received under the policy.

[*Here conclude as in the preceding form.*]

No. CCCCXXXI.

(*If Leasehold.*)

[*Here insert Nos. 1 to 6, as in the preceding forms.*]

7. What is the original term?

8. When granted.

9. If absolute or determinable with lives.

10. If now held by the lessee or assignee (*d*).

11. The amount of ground (or lord's) rent per annum.

12. How, when, and where it is payable.

[*Here conclude as in the preceding forms.*]

No. CCCCXXXII.

*Particulars for Letting a Mansion (e).*

1. The name of house and nearest town.

2. The distance from railway station, church, and post-office.

(*e*) The above particulars can usually be obtained from old presentments, surveys, and terriers.

(*d*) *Or*,—by underlease—*or*, by assignment.

(*e*) Room for answers can be given either after each question or by leaving half the sheet blank longitudinally.



3. How to be let,—yearly or on lease.
  4. If to be let,—furnished or unfurnished.
  5. The amount of rent required.
  6. The amount of the rates, taxes, and outgoings payable by the tenant.
  7. When possession can be had.
  8. The style of architecture, the aspect, and its elevation.
  9. Whether water is pure and abundant, and the pipes and drains good.
  10. The number and size of the rooms (*as in p. 323*).
  11. If gas is laid on.
  12. How much garden, and how many hot-houses, vineries or greenhouses.
  13. How much pasture or meadow land.
  14. What, if any, coppice and plantations.
  15. The nature of the soil.
  16. The extent of shooting and fishing, if any, and of what description.
  17. What packs of hounds are kept in the locality, and the distance of each kennel.
  18. What arrangement proposed to be made respecting servants, and farm and dairy produce.
  19. Where and on what days orders to view can be obtained.
  20. If photographs, plans or descriptions can be had showing the elevation of the mansion and the scenery, and boundaries of the property.
- (*Conclude as in p. 322*) (*f*).
- 

### No. CCCCXXXIII.

#### *Of Terms for Repairs, &c.*

SIR,

IN consideration of your making the undermentioned alterations in the house you occupy, I hereby consent, on behalf of (*the owner*), your landlord (*g*), to the following terms, which shall be considered and read as part of the agreement for letting and renting the house, namely:—

1. THE tenancy to continue for three years; but to be determinable by you (and not by the landlord) at any time, on giving — calendar months' previous notice.
2. THAT you shall have the full, free, and uninterrupted use of the gateway leading to (*state the place*) as at the commencement of your tenancy.

(*f*) Of course this and the foregoing forms must be varied according to circumstances. They are here given and varied so that the practitioner requiring to use such forms may have under his eye a guide to the usual requirements and the mode of stating them.

(*g*) *Or*,—landlady.

3. THAT no nuisance or annoyance shall be occasioned by the neighbouring tenants of properties belonging to your landlord.

4. THAT you shall be at liberty to remove, at the expiration of your tenancy, any greenhouses, vineries, and sheds erected, and any trees or shrubs planted by you on any of the properties rented by you, during your tenancy.

A. B.,  
Solicitor (h) for ——. (Place.)  
(Date.)

## PROTEST.

No. CCCCXXXIV.

*Of Bill of Exchange or Promissory Note where no Notary Public available (i).*

KNOW ALL MEN that I — (k) of —, in the county of —, in the United Kingdom, at the request of —, there being no notary public available, did on the — day of —, 18—, at — demand payment (l) of the bill of exchange hereunder written (m), from —, to which demand he made answer — (n), wherefore I now, in the presence of — and — (o), do protest the said bill of exchange (p).

(The householder.)  
(The two witnesses.)

No. CCCCXXXV.

*On Payment of Money.*

To Mr. G. O., of, &c., Draper.

I, the undersigned A. B., of, &c., Grocer, HEREBY GIVE YOU NOTICE, that the sum of — pounds now paid by me to you (q), is paid

(h) Or,—agent for —.

(i) See s. 94 and first schedule to Bills of Exchange Act, 1882 (45 & 46 Vict. c. 61).

(k) A householder or substantial resident of the place.

(l) Or,—acceptance.

(m) The bill should be annexed, or, a copy of it, and all that is written thereon should be written below the protest.

(n) State answer, if any.

(o) Two witnesses.

(p) The stamp on protest of a bill of exchange or promissory note is the same as the duty on the bill or note if not exceeding one shilling, otherwise it is one shilling.

(q) If paid to a person in an official or fiduciary character, overseer, trustee, or the like, the character should be stated here, and (if so) add:—and for which you have lately seized my household furniture and effects—or, as the case may be.

under protest that I am not legally liable to pay the same, or any part thereof: AND I GIVE YOU FURTHER NOTICE that this payment is now made by me expressly without prejudice to any right, remedy or proceeding whatsoever which I may have, or be entitled to, or be advised to take in respect thereof [or in relation thereunto].

DATED this — day of —, 18—.

(Signature.)

## RECEIPTS (r).

No. CCCCXXXVI.

*For a Debt.*

RECEIVED on the — day of —, 18—, of Mr. — (the debtor), the sum of — pounds, being the amount (s) of a debt due from him to me.

(Signature  
over Stamp.)

£ — : — : —

No. CCCCXXXVII.

*For Debt and Costs recovered in an Action.*

In the High Court of Justice.

Queen's Bench Division (t).

A. B. v. C. D.

RECEIVED on the — day of —, 18—, of Mr. A. B., the defendant's (u) solicitor, — pounds, being (v) the amount of the debt (w) and costs in this action.

B. B., Plaintiff's (x) Solicitor.

£ — : — : —

No. CCCCXXXVIII.

*For Rent.*

RECEIVED on the — day of —, 18—, of Mr. — (the tenant)

(r) For stamps, see ss. 120 to 123 and schedule to Stamp Act, 1870.

(s) If so,—by the hands—or, his cheque—or, the cheque of W. B. [on Messrs Drummond & Co.]. It is desirable to show the mode of payment as well as the party paying, as it often affords important evidence of the transaction at a future period.

(t) Or,—in the County Court of D.

(u) Or, Plaintiff's.

(v) Or, if a particular sum be paid in full, say—in discharge of the debt and costs in this action—or, if in part only, say—in part of the debt—[or, debt and costs] in this action.

(w) Or,—[debt and] costs as agreed.

(x) Or, Defendant's.

[by the hands (*y*) of H. M., his solicitor] the sum of — pounds, being (*z*) one year's (*a*) rent of a farm called "The Grange Farm" (*b*), situate at W. (*c*), due to E. F., Esq. (*d*), on the — day of — last (*e*).

A. B., Steward (*f*) for E. F.

£ — : — : —

### No. CCCCXXXIX.

#### *For Interest.*

RECEIVED on the — day of —, 18—, of Mr. — (*the debtor*) [by the hands, &c. (*as above*)], the sum of — pounds, being — years' interest of £ —, due from him to me (*g*) on mortgage (*h*) on the — instant, less [*or*, after deducting] the income-tax.

(*Signature.*)

£ — : — : —

### No. CCCCXL.

#### *For Dividend in Bankruptcy (i).*

— 18—.

RECEIVED of — the sum of — pounds — shillings and —

(*y*) *Or*,—cheque.

(*z*) *Or*, if so,—being, with £ — allowed him for disbursements, stated below—*or*, indorsed—one year's rent, &c. (*as above*). The sum allowed should then be stated thus:—

	£	s.	d.	£	s.	d.
Land tax . . .	1	2	3			
Property tax . . .	2	3	4			
	—			3	5	7
Cash received . . .				51	14	5
				£55 0 0		

(*a*) *Or*,—one quarter—*or*, half a year's rent—*or*, arrears of rent.

(*b*) *Or*,—a close of land—*or*, a dwelling-house, offices, garden, and orchard.

(*c*) The property and its situation should thus be shortly described, especially where more than one is rented of the same party, as it prevents all after questions as to the part in respect of which the rent was paid. Sometimes in the hurry of the moment the credit is carried to the wrong account, and then this distinction becomes most important.

(*d*) *Or*, if so,—to Messrs. A. B. and C. D., the executors of the will—*or*, committees of the estate of E. F., Esq., a lunatic—*or*, E. F., administrator of the estate and effects of C. C.

(*e*) *Or*,—at Lady-day—(*or*, other quarter-day). The time the rent became due should also be correctly stated; for this likewise prevents after trouble, and often disputes and litigation.

(*f*) *Or*,—solicitor.

(*g*) *Or*, if received by an agent, say—due from him to Mr. B. B.

(*h*) *Or*, if there should be separate securities on different properties, say—of an estate called Youngs at S.—*or*, a dwelling-house (No. —) and buildings in West Street at S.

(*i*) See Form No. 80 Bankruptcy Forms, 1883, and for the notice of dividend to which this is attached, see *ante*, No. cccxxvi., p. 262.

pence, being the amount payable to — in respect of the — dividend of — in the pound on — claim against this estate.  
(*Creditor's signature.*)

£ — : — : —  
\_\_\_\_\_

### No. CCCCXLI.

#### *For Dividends under Deeds of Composition, &c.*

RECEIVED on the — day of —, 18—, of Messrs. A. and B., the trustees under a deed of composition (*j*) with the creditors of Mr. — (*the debtor*), of W., dated the — day of —, 18—, the sum of — pounds, being (*k*) a dividend of — shillings in the pound on, and in part (*l*) of a debt of £ — (*m*) due to me from the said (*debtor*).

(*Signature.*)

£ — : — : —  
\_\_\_\_\_

### No. CCCCXLII.

#### *To be given by Building Society to revest Estate in the Mortgagor (n).*

THE — Building Society hereby acknowledge to have received all moneys intended to be secured by the within (*o*) written deed.

IN witness whereof the seal of the society is hereto affixed this — day of —, 18—, by order of the board of directors (*p*) in presence of

\_\_\_\_\_  
Secretary (*q*).  
(L. S.)

### No. CCCCXLIII.

#### *To be Indorsed on Mortgage by Friendly or Provident Society (r).*

THE trustees of the — Society (*s*) hereby acknowledge to have

(*j*) *Or,—inspection.*

(*k*) *Or,—the first (or other) dividend—or, a composition—of, &c. (as above).*

(*l*) *Or,—in discharge.*

(*m*) The amount of the debt discharged should be stated.

(*n*) Or other person entitled to the equity of redemption. See s. 42 and schedule to the Building Societies Act, 1874 (37 & 38 Vict. c. 42). As to necessity for any stamp?

(*o*) *Or,—above.*

(*p*) *Or,—committee of management.*

(*q*) *Or,—manager.* If the rules of the Society require other witnesses, their names must be added.

(*r*) See third schedule to Friendly Societies Act, 1875 (38 & 39 Vict. c. 60).

(*s*) Or, in the case of Industrial and Provident Societies, say—the — Society, Limited. See Form in 3rd schedule to 39 & 40 Vict. c. 45.

received all moneys intended to be secured by the within (t) written deed.

(Signatures of Trustees) (u).  
Trustees.

Countersigned.

(Signature of Secretary.)  
Secretary.

No. CCCCXLIV.

*By Sheriff for Purchase-money of Goods seized (v).*

(Place.)

(Date.)

RECEIVED of Mr. — (w) the sum of £— for — (x) at Mr. —'s (y) farm (z) at — —.

(Signature of Sheriff's Officer  
and Stamp.)

Schedule (a)

No. CCCCXLV.

*For Debts due from a Deceased Person.*

RECEIVED on the — day of —, 18—, of Messrs. A. and B., executors of the will (b) of C. D. [late of, &c., draper], deceased, the sum of — pounds, being the amount (c) due from the deceased to me, on balance of accounts at the time of his death.

(Signature.)

£— : — : —

No. CCCCXLVI.

*For a Debt discharged by Bills of Exchange.*

RECEIVED on the — day of —, 18—, of Messrs. A. and B.,

(t) Or,—above.

(u) Or, in the case of an Industrial society, two members of the committee.

(v) A receipt in this form with schedule attached, headed—"Inventory of goods at Mr. —'s farm at —," was held in *Marsden v. Meadows* (7 Q. B. D. 80), not to be within the meaning of the Bills of Sale Act, 1878, because the sale by the sheriff of the whole of the goods, chattels, farm implements, and other effects seized by him was completed independently of the receipt and inventory, which merely amounted to an acknowledgment of the receipt of the purchase-money, and not a muniment of the title of the purchaser as a bill of sale is. See *ante*, n. (h), p. 73.

(w) The purchaser.

(x) Valuation—or, other term expressive of the whole of the chattels sold.

(y) The debtor whose goods were seized.

(z) Or, other term, shortly describing the premises.

(a) Add list of the chattels sold with price to each, making up the total amount named in the receipt.

(b) Or,—administrator [with the will annexed].

(c) Or,—of the annexed bill.

their acceptance at — months' date, for — pounds (*d*), which, when paid, shall be in discharge of all accounts between them and me as delivered down to the — day of — last.

B., B., & Co.

£ — : — : —  
                    

No. CCCCXLVII.

*For a Debt due on a Promissory Note and Balance of Account (e).*

RECEIVED, &c. (*as ante*), of Mr. A. B. the sum of — pounds, being the amount due from him to me on his promissory note of the — day of —, 18— (which has this day been delivered up to him), and on balance of accounts [this day] stated and settled between us.

£ — : — : —  
                    

(*Signature.*)

No. CCCCXLVIII.

*A Witness's Receipt.*

In the High Court of Justice,

— Division.

A. B. v. C. D. (*f*).

RECEIVED on the — day of —, 18—, of Mr. A. B., the above-named plaintiff (*g*), of Mr. E. F., his solicitor, — pounds for any loss of time, trouble, and expenses in attending at D. [in the county of W., being a distance of — miles from my residence] as a witness [in his behalf] on the trial (*h*) of this cause.

£ — : — : —  
                    

(*Signature.*)

No. CCCCXLIX.

*For Money payable under a Policy of Assurance.*

RECEIVED on the — day of —, 18—, of the trustees and

(*d*) *Or*,—their acceptances at — and — months' date for £ — each.

(*e*) Discharges for debts due on promissory notes and bills of exchange may be indorsed on the originals, and then no further stamp is required; see 55 Geo. 3, c. 184, title "Receipts." The usual indorsement of payment on these instruments is "Received the contents," adding the date and signature of the receiving party.

(*f*) If in matters of lunacy—In the matter of A. B., a lunatic—*or*, if the inquisition has not terminated—a supposed lunatic.

*Or*, if in bankruptcy, say—in the matter of A. B. a bankrupt.

(*g*) *Or*,—C. D., the above-named Defendant—*or*, by the hands of, &c. (*as above*).

(*h*) *Or*,—on the execution of a writ of inquiry—*or*, in a reference before R. R. and S. S., Esqs.—*or*, in a reference in this cause—*or*, if in lunacy, say—on the execution—*or*, traverse—of the commission of lunacy against the said A. B.—*or*, if in bankruptcy, say—on the hearing of the petition or examination—*or*, to prove the trading and property of the said A. B.

directors of the ——— Life Assurance Company the sum of ——— pounds, in full satisfaction of that (*i*) sum secured by, and which has become [due and now] payable by the death of the within-named A. B. on the within policy, which is now delivered up to be cancelled.

£—— : — : —

(Signature.)

Witness, C. D., agent at M.

No. CCCCL.

*For a Debt Secured by a Warrant of Attorney.*

RECEIVED on the ——— day of ———, 18—, of Mr. A. B. [of, &c., grocer], the sum of ——— pounds, being the amount (*j*) due from him to me on his warrant of attorney bearing date the ——— day of ———, 18—, and filed in the Central Office of the Supreme Court against him, and upon which satisfaction is forthwith to be entered by me at his [or, my] expense (*k*).

£—— : — : —

(Signature.)

No. CCCCLI.

*For a Specific Sum in satisfaction of an Order in Bastardy (l).*

RECEIVED on the ——— day of ———, 18—, of Mr. (*the putative father*), by the cheque of Mr. (*the drawer of the cheque*), his solicitor, the sum of ——— pounds, which I accept in discharge of all claim I have, or may have, upon him under an order of justices for the division of E. (*m*), dated, &c., whereby the said (*putative father*) is adjudged to be the father of a *male* (*n*) bastard child, begotten of me : AND in consideration of such payment, I hereby absolutely and entirely relinquish and abandon as well all present and future rights, claims, and demands upon him, as also all proceedings whatsoever under or by virtue of such order (*o*) [or any other order in the matter].

£—— : — : —

(Signature.)

(*i*) Or,—*the*.

(*j*) Or,—*balance*.

(*k*) By s. 8 of 3 Geo. 4, c. 39, if a judge be satisfied that the debt due under a warrant of attorney duly filed has been discharged, he may order a memorandum of satisfaction to be written upon it.

(*l*) This receipt is not binding upon the guardians in case of future chargeability of the child upon the union.

(*m*) Or,—*city—or, borough—or, town and county of E.*

(*n*) Or,—*female*.

(*o*) To this may be added, if desired to be kept secret—AND I undertake not to expose, molest—or, annoy the said (*putative father*) in any way whatever in future.



REGISTER.  
No. CCCCLII.  
*Of Mortgages.*

Mortgagor.	Mortgagee.	Sum.	Rate of Interest.	When payable.												Fire Insurance.				Remarks.
				Jan.	Feb.	Mar.	April.	May.	June.	July.	Aug.	Sept.	Oct.	Nov.	Dec.	Office.	Premium.	When due.		
John Noakes	John Doe	£ 10,000	£ 3½ (d)						24						24	Sun	£ 40 s. 3 d.	Midsummer		
George Rix	Tom Dunn	5000	4			25										Globe	14 10 6	Lady-day		
John Low	Jane Green	2000	5					7							7	Royal	9 6 3	Do.		

(p) The next columns show when the interest becomes due as well as the insurance.

No. CCCCLIII.  
*Of Muniments.*

No. of Bundle.	To what property the deeds or documents relate.	When received.	Of whom received.	For whom held.	Observations.	No. of Bundle.	To whom delivered.	When delivered.	Receiver's Signature.	Observations.
20	The Grange Estate, —, Sussex.	May 7, 1882.	Sir George Noakes, of, &c.	For him.		20	John Dunn, Esq., Steward, for Sir George Noakes.	Dec. 24, 1882.	John Dunn	
21	No. —, St. George's Terrace, Brighton.	Sept. 9, 1882.	Captain Rose, No. —, Portland Place, London.	For A. B. and C. D., the trustees under his marriage settlement.		21	John Rix, Esq., as solicitor for the trustees (see their authority with Capt. Rose's papers).	March 24, 1883.	John Rix	
22	The Home Farm, Holt, Kent.	Dec. 24, 1881.	John Dix, Esq., M.P., Halifax, Yorkshire.	Himself as mortgagee.	The property belongs to Gen. Need.	22	Mr. Thomas Green, as solicitor for Mr. Dix.	April 21, 1883.	Thos. Green	On the mortgage being paid off.

No. CCCCCLV.  
Of Fire Insurance.

DATES WHEN PAYMENTS FALL DUE.	Dec.		When paid.
	Nov.		
	Oct.		
	Sept.		
	Aug.		
	July.		
	June.		
	May.		
	April.		
	Mar.		
	Feb.		
	Jan.		
No. of Policies.	Property.	Owner.	Sum.

No. CCCCCLIV.  
Of Life Insurances to be  
Effected.

Life to be insured.	Proposer's name, residence, and occupation.	Sum.

## REMOVAL OF JUDGMENTS.

No. CCCCLVI.

*Affidavit in support of an Application for removal of a Judgment or Order.*

In the High Court of Justice,

Queen's Bench Division (*q*).

I (*the deponent*), clerk to (*the solicitor*), of, &c., gentleman, the solicitor for the above-named plaintiff, make oath and say as follows :—

1. On the — day of —, 18— (*plaintiff*) recovered a judgment in the Court of — (*r*) against (*defendant*), for the sum of £— (*s*), in an action in which the said (*plaintiff*) was plaintiff and the said (*defendant*) was defendant (*t*).

2. The paper writing (*u*) now produced and shewn to me, and marked A., is the record of the said judgment (*x*). The seal thereon is the seal of the said Court of —, and the signature — set and subscribed thereto is of the proper handwriting of — Esquire, the Registrar (*y*) and proper officer of the said Court (*z*).

3. The said judgment (*a*) is in full force and wholly unsatisfied.

4. The said Court of — is an inferior Court of Record, in which, at the time of the passing of the statute 1 & 2 Vict. c. 110, a barrister of not less than seven years' standing acted as judge (*b*) in the trial of causes.

5. [*The grounds for the removal must here be stated, as that the defendant is out, or his property is situate out, of the jurisdiction of the inferior Court, or as the case may be.*]

(*q*) See s. 22 of 1 & 2 Vict. c. 110 and Rule 9 of the schedule to the Borough and other Local Courts of Record Act, 1872 (35 & 36 Vict. c. 86).—In the Queen's Bench Division it is the practice to intitle the affidavit in the Court, but not in the cause, on the ground that there is no cause in the Superior Court until removal. In the Chancery Division the heading may be :—In the High Court of Justice, Chancery Division. Mr. Justice —. In the matter of the Act 1 & 2 Vict. c. 110. And in the matter of a judgment recovered in [*or, rule—or, order—made by*] the Court of —, in an action between — Plaintiff, and — Defendant.

(*r*) Insert style of Inferior Court of Record.

(*s*) Add (*if so*)—*debt—or, damages and (if so) £— costs.*

(*t*) *Or,—by a rule (or, order) of the Court of —, made on the — day of —, 18—, in an action in which, &c., the said (defendant, or, as the case may be)—was ordered to pay to the said (plaintiff) the sum of £— and costs, which said costs were subsequently taxed and allowed at £—, or (if no action) say—an order of the Court of —, intituled —, whereby £— was ordered to be paid by — to —, together with costs, &c.*

(*u*) *Or,—parchment.*

(*x*) *Or,—is the said rule—or, order.*

(*y*) *Or, as the case may be.*

(*z*) This paragraph is not actually necessary, as it will suffice, on the *ex parte*, summons or motion, to produce the record of the judgment bearing the seal of the Court and signed by the proper officer, and so in case of a rule or order.

(*a*) *Or,—rule—or, order.*

(*b*) *Or,—assessor—or, assistant.*

6. [*If not contained by inference in the 5th paragraph, the means of knowledge should be here stated.*]

SWORN, &c. (*as in p. 10*).

(*Deponent.*)

This affidavit is filed on behalf of —.

## RESOLUTION.

No. CCCCLVII.

*At Second General Meeting of Creditors of Bankrupt (c).*

No. — of 18—.

In the High Court of Justice,

In Bankruptcy.

Re (*debtor*).

In the matter of a proposed Composition.

We, the undersigned, being the statutory majority of creditors assembled at the second meeting in the above matter, duly held at — this — day of —, 18—, in accordance with the provisions of the Bankruptcy Act do hereby confirm the resolution passed by the statutory majority of the creditors of the said (*debtor*) assembled at the first meeting.

(*Signature of Chairman*), Chairman.

(*Signatures of Creditors.*)

## RESTRAINING ORDER.

No. CCCCLVIII.

*Affidavit for grounding a Restraining Order on Stock (d).*

In the High Court of Justice,

Chancery Division.

(*Name of Judge.*)

In the matter of the settlement,  
dated the — day of —,  
18—, made between — of  
the first part, — of the  
second part, and — and  
— of the third part (*e*),  
and

In the matter of the Act of Par-  
liament 5 Viet. c. 5.

I (*the deponent*), of, &c., gentleman, make oath and say that, accord-

(*c*) See No. 64 of the Bankruptcy Forms, 1883. For form of minutes at first meeting as to resolution respecting proposed composition, see *ante*, p. 243, No. cexc.

(*d*) The writ of distringas is abolished. Rules of Supreme Court, 1883, Ord. 46, r. 2, and Appendix B, Form No. 27.

(*e*) The nature of the document comprising the stock, with the date and other

ing to the best of my knowledge and belief, I am (*f*) beneficially interested in the stock comprised in the — (*g*) above mentioned, which stock, according to the best of my knowledge and belief, now consists of the stock specified in the notice hereto annexed (*h*).  
(*The Deponent.*)

SWORN, &c. (*as in p. 10*).

This affidavit is filed on behalf of —, whose address is — (*i*).

## RETAINER.

No. CCCCLIX.

*Of Solicitor by Plaintiff (k).*

To Mr. (*the Solicitor*), of, &c., Solicitor.

I (*l*) hereby authorize and request you to take such steps as you may consider expedient or be advised against (*the debtor*), of, &c., maltster, for (*m*) the recovery of a debt of £—— due (*n*) from him to me on his bond (*o*) [dated, &c.]; And I (*p*) further authorize you to

particulars, so far as known to the deponent, should be stated sufficiently to identify the document.

(*f*) Or (if the affidavit is made by the solicitor of the Applicant) A. B. of — is.

(*g*) Settlement—or, will—or, as the case may be.

(*h*) For a form of notice, see p. 250, Form No. ccclii.

(*i*) State address for service.

(*k*) It is prudent to obtain a *written* retainer though it is not absolutely necessary, except in the case of a corporation, and then, unless otherwise authorized by Act of Parliament or charter, the retainer should be under seal, and a special retainer is necessary even where the articles of association expressly provide for the employment of the particular solicitor by a company: see *Eley v. Positive, &c., Assurance Company*, 1 Ex. D. 88. No particular form of words to create the retainer is necessary, but care should be taken that the writ is issued in the name of the solicitor actually retained, and not in the name of the London agent unless he is so described. See *Wray v. Kemp*, 26 Ch. D. 169, where a form of retainer is given, held insufficient to authorize the commencement of an action. When the client is in humble circumstances and illiterate, it is especially desirable that the retainer should explicitly authorize the commencement of an action: see *Atkinson v. Abbott*, 3 Drew. 251. The retainer may be indorsed on the writ or originating summons. In the case of a next friend suing for an infant or other person under disability, the written authority to the solicitor must be filed in the Central Office. Rules of Supreme Court, 1883, Ord. 16, r. 20.

(*l*) Or, if given by more than one, say—We hereby—jointly and severally authorize, &c.

(*m*) Or,—for a libel published against—or, affecting—my character.

Or,—for defamation of my character.

Or,—for wilful—or, malicious—trespass on lands belonging to me.

(*n*) If due in a fiduciary character, say—appearing to be due from him to the estate of A. B., late of, &c., Draper, deceased.

(*o*) Or,—promissory note—or, acceptance to my bill of exchange—or, to a bill of exchange drawn by A. B. upon and accepted by C. D., and by him endorsed to me.

Or,—for damages in respect of an injury sustained by me—or, us—by reason—or, in consequence of the furious—or, negligent—driving of A. B.—or, his servant—whereby my—or, our—horse was killed—or, seriously injured on the — day of — last (or, as the case may be).

(*p*) Or,—we jointly and severally.

compromise, adjust, and settle (*q*) such claim, and to withdraw and terminate any action or other proceedings you may institute for the recovery thereof in pursuance of this authority, and to make such arrangements therein and relative to the said claim as you may consider most expedient or desirable for my interest.

DATED this — day of —, 18—.

(*Signature.*)

No. CCCCLX.

*Shorter Form for Plaintiff.*

I (*client*), of (*address*), (*occupation*), hereby retain (*r*) Mr. —, of (*place of business*), to commence and prosecute an action, on my behalf, against — for the recovery of my claims upon him (*s*).

DATED the — day of —, 18—.

(*Signature of Client.*)

Witness (*t*).

No. CCCCLXI.

*Short Form for Defendant.*

18—, —. No. —.

In the, &c. (*u*).

I (*client*), of (*address*), (*occupation*), the above-named defendant, authorize (*x*) Mr. —, of (*place of business*), as my solicitor, to appear to and defend the above action (*y*).

(*Signature of Client.*)

Witness,

REVIVAL.

No. CCCCLXII.

*By Landlord and Tenant of an Agreement avoided by  
Bankruptcy or Non-performance.*

WE, the within-named (*landlord*) and (*tenant*), hereby mutually agree to renew the within agreement (which has been rendered void

(*q*) And (if so intended) to accept such security and to allow time for payment thereof or of any part thereof, or to compromise, &c. (*as above*).

(*r*) Or,—authorize.

(*s*) Or, after the words “on my behalf,” add—in the High Court of Justice (*or, as the case may be*) for the administration of the estate of —, deceased (*or, as the case may be*).

(*t*) The signature of a witness is not necessary, but often desirable, as where the client can only affix his mark.

(*u*) Copy title in writ of summons.

(*x*) Or,—hereby retain and employ.

(*y*) Or, as the case may be.

by the bankruptcy (z) of the said (*tenant*)) upon the terms and stipulations therein contained.

WITNESS our hands this — day of —, 18—.

(Signatures.)  
(Stamp, 6d.)

## SCHEDULES.

### No. CCCCLXIII.

#### *Of Title-Deeds and Undertaking (a).*

A SCHEDULE of title-deeds, evidences, and writings this day delivered by (*the mortgagor*), of, &c., gentleman, to me the undersigned (*the mortgagee*), of, &c., gentleman, upon the execution of a mortgage to me of certain lands and hereditaments, situate, &c., for securing the sum of — pounds and interest.

6th and 7th October, 1860.—INDENTURES OF LEASE AND RELEASE, the latter made between A. B. and C. his wife, of the first part, C. D. [executor, &c.], of the second part, and E. F., of the third part.

17th October, 1860.—Certificate of acknowledgment by C. B.

25th December, 1871.—INDENTURE OF LEASE, made between, &c.

2nd October, 1878.—COPY of the will of A. B.

11th March, 1879.—INDENTURE OF ASSIGNMENT, made between, &c. (being an assignment of a lease for the residue of a term of — years, &c.) (*giving a list of all the deeds thus shortly*).

I, the above-named (*mortgagee*), HEREBY acknowledge to have this day received the several title-deeds and documents comprised in the

(z) *Or, —forfeiture—or, breach of conditions (or otherwise, as the case may be).*

(a) This form is drawn in the old style. As to the statutory liability of a mortgagee, in respect of mortgages made after 31 December, 1881, to produce his deeds to any one entitled to redeem, see the Conveyancing Act, 1881 (s. 16).

The acknowledgment and undertaking now substituted by the above Act s. (9) for the old covenant by a vendor for production and safe custody, may run thus: **And the said (*vendor*) hereby acknowledges the right of the said (*purchaser*) to production of the deeds and documents mentioned in the [second] schedule hereto, and to the delivery of copies thereof. And hereby undertakes for their safe custody.** The effect of this is to make the covenantor's liability whilst actual possessor more onerous, as it includes the default of an agent as well as personal default, and therefore if the undertaking as to safe custody is, in the case of trustees and mortgagees, given at all, it will be well to qualify it by (in the case of, e.g., a sale by trustees retaining possession of title deeds) some such proviso as—but as to each of them, so as to limit the personal liability of himself and his heirs, executors, and administrators under this undertaking to the period while he or they respectively shall have the actual custody of the said respective documents. For a form of condition of sale by a vendor retaining as mortgagee or trustee documents relating to property not comprised in the sale, and excluding any undertaking or covenant for safe custody, see *ante*, p. 99. For a form of acknowledgment for production and safe custody given by a lord of the manor and a trustee on the purchase of the enfranchisement of copyhold property, see *In re Agg Gardiner*, 32 W. R. 356; and for further forms in agreements consult index to the Author's "Practical Forms of Agreements."



forgoing schedule, &c. (b): AND I HEREBY UNDERTAKE to deliver them up to the said (*mortgagor*), his heirs [executors, administrators] or assigns, or to such person or persons as he or they shall direct or appoint to receive the same [at my place of abode], upon payment of the said sum of —, with all interest, costs, and expenses due in respect thereof, [according to the purport of the above-mentioned mortgage:] and in the meantime to keep the same safely, [undefaced, unobliterated,] and uncanceled, loss or damage by fire or other inevitable accidents excepted.

As WITNESS my hand this — day of —, 18—.

(*The Mortgagee.*)

WITNESS.

### No. CCCCLXIV.

*Of Deeds comprised in an Abstract of Title.*

(*The Vendor*) to (*The Purchaser*).

A Schedule of the Deeds abstracted (c).

Page of Abstract.		Date.	Description of Deeds and Documents.	Observations.
Old ( <i>d</i> ).	New ( <i>d</i> ).			
Abstract ( <i>e</i> ) No. 1.				
As to the Farm called "Home Farm".				
1	1	14th & 15th June, 1864.	Attested copies, lease and release. A. B. and others to C. D.	The originals of these deeds are in the hands of the trustees and will not be given up.
3	2	15th August, 1864.	Attested copy. Covenant to produce deeds.	Delivered to the purchaser.
10		18th August, 1867.	Certificate of the burial of B. T.	Do.

(b) Or,—[this day]—delivered to Mr. A. B., my solicitor, for my use. When the undertaking is indorsed on the abstract, say—I acknowledge to have received the several title deeds and documents set forth in the within abstract (consisting of — sheets) (*but if all the deeds are not delivered, say*)—and against which I have set my name. And I hereby undertake, &c. (*as above*).

A simple acknowledgment requires no stamp. For an acknowledgment and undertaking not under seal the stamp is 6*d.*, for a separate covenant, 10*s.*, or the same as the duty on the accompanying conveyance when that is less than ten shillings.

(c) This kind of schedule is very useful, as it forms the index of the abstract pending the investigation of the title, and is of great assistance on the completion of the sale or mortgage, as it readily shows then, and at all times, all the deeds and documents delivered as well as those which are to be retained or otherwise disposed of.

(d) Here may be substituted, according to the case—draft—fair copy.

(e) Or,—supplemental—or, additional—abstract—A.—or, B.

Page of Abstract.		Date.	Description of Deeds and Documents.	Observations.
Old (f).	New (f).			
11	6		Pedigree of the T. family.	Do.
"	"	1st December, 1867.	Affidavit by A. B. in support thereof.	Do.
		Abstract No. 2.		
		As to the Close called "Bell's Close."		
1	1	9th July, 1862.	Conveyance, A. B. to C. D.	Delivered to the purchaser.
2	2	20th October, 1870.	Copy Will of C. D.	The Probate (produced) is in the hands of W. D., of, &c., Grocer.
4	3	16th March, 1871.	Conveyance, W. D. (as devisee) to G. H.	Delivered to the purchaser.
6	4	13th November, 1871.	Mortgage, G. H. to S. L.	This mortgage is held by the mortgagee, as it relates to other property comprised in it. His solicitor is Mr. W. R., of, &c.
		Abstract No. 3.		
		As to a Field called "Ten Acres."		
		&c.		

## STAMPS,

No. CCCCLXV.

*Memorial for having a Deed Stamped without Penalty after Time expired, or after alteration in the date (g).*

To the Commissioners of Inland Revenue.

The Memorial of A. B., of, &c., Solicitor,

SHEWETH,

1. THAT your Memorialist was present (*h*) on the — day of —

(*f*) Here may be substituted, according to the case—**draft—fair copy.**

(*g*) All applications for the remission, mitigation, or return of penalties, must be made by memorial, addressed to the Commissioners, and supported by statutory declaration (exempt from stamp duty).

(*h*) If so,—**with A. B.**

last, and saw C. D. and E. F. duly execute the unstamped indenture hereunto annexed and bearing date the — day of — last, being a deed of conveyance [or other deed], and made between, &c. [*stating the names of the parties, but not the additions*] (i).

2. THAT ever since the date and execution of the said indenture it has been inadvertently and undesignedly mislaid, and was not discovered till the — day of — instant, when your Memorialist forwarded it, by the first post, to Messrs. C. & D. of London, his law stationers, for the purpose of having the same duly stamped.

3. THAT your Memorialist had no intention whatever of evading the payment of the stamp duties payable on such deed, but on the contrary, he fully intended to pay, and, but for the accidental circumstance before stated, he would have duly paid the same; and that he had not, and, in making the present application, has not any fraudulent intention or collusion whatsoever.

YOUR MEMORIALIST therefore humbly prays that your Honourable Board will, under the circumstances stated, be pleased to direct the said deed to be forthwith duly stamped (k) according to law.

And your Memorialist will ever pray, &c.

(Signature.)

---

No. CCCCLXVI.

*Declaration to accompany the above.*

I, H. M., of, &c., Solicitor, do solemnly and sincerely declare that the several allegations in my memorial hereunto annexed, and to which I have subscribed my name, are true: AND I make this solemn declaration conscientiously believing the same to be true, &c. (*as in p. 143*).

---

No. CCCCLXVII.

*Another Form.*

To the, &c. (*as above*).

THE MEMORIAL, &c. (*as above*),

SHEWETH,

THAT the indenture hereunto annexed, and bearing date the —

(i) If any alteration be made in the date of a deed *before* it is stamped, it is necessary to memorialise the Commissioners for the purpose of having it stamped. In this case, instead of the two next sections, substitute the following:—

THAT before the said deed was executed by either of the said parties, the word “—” in the date thereof was written on an erasure—[or, altered to—or, substituted for—the word “—” in my presence]; and that such alteration was rendered necessary entirely through [*here state the cause as*] the mistake [or, carelessness—of the clerk—or, law stationer] of your Memorialist, and without any intention of evading the stamp duty or penalty in respect thereof [or, without any collusion or fraudulent intention whatsoever].

(k) If to be stamped after the time allowed for the purpose, here add—without penalty.

day of ——— last, was, after the execution thereof (l), placed by the clerk of your Memorialist with other title deeds relating to the property therein comprised and handed to R. R., of, &c., gentleman, as an equitable mortgage thereof; and that the fact of the said indenture not being stamped was not discovered by your Memorialist until the ——— day of ——— instant, when the said deeds were returned to your Memorialist, by R. D., his solicitor, on payment of the amount due to the said R. R., who had held possession of them from the time of their being so first delivered to him until the last mentioned day.

THAT the omission to have the said deed duly stamped was occasioned entirely through the omission of your Memorialist's clerk, and not with any fraudulent view or intention whatever.

YOUR MEMORIALIST therefore humbly prays that your Honourable Board will, under the circumstances above stated, now be pleased to direct that the said deed be forthwith duly stamped according to law and without penalty.

AND your Memorialist will ever pray, &c. (m).

(Signature.)

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### No. CCCCLXVIII.

#### *Declaration as to the alteration of the date of a Deed previously to its being Stamped.*

I (the declarant), of, &c., solicitor, do solemnly and sincerely declare:—

1. THAT the indenture [of Release] hereunto annexed, purporting to bear date, &c. (stating it), and made between, &c. (stating the names of the parties as in the deed), was duly executed by the said A. B. in my presence and in the presence of one C. D., my clerk (or as the case may be), on the said ——— day of ——— last (or other time); and that the word “——” in the first line of the said indenture was altered by me (n) to “——” (o) before the said deed was executed by either of the said parties thereto.

(l) This excuse must vary according to the circumstances of the case, such as that it was, after the execution thereof by some of the parties thereto, handed over to A. B., one of the releasees therein named, for the purpose of his obtaining the signatures of E. S., another party thereto, who resides at a distance, and H. H. on paying the several consideration moneys to them respectively; And that the fact of the said deed not being stamped was not discovered by your memorialist until the ——— day of ———, instant, when the same was returned to him by the said A. B., after he had obtained the execution thereof by the said E. S. and H. H.

(m) For the Declaration to accompany this Memorial, see preceding form.

(n) Or,—by the said C. D., in my presence (or, as the case may be).

(o) Or,—if written on erasure—was substituted on an erasure for the word “——.”

2. THAT such alteration was made *bonâ fide*, and not with a view of evading the stamp duties or any penalty [in respect thereof].

3. AND I make this declaration, &c. (*as in p. 143*).

SUBSCRIBED AND SOLEMNLY DECLARED, &c. (*as in p. 143*).

(*Signature.*)

### No. CCCCLXIX.

#### *Declaration for having Deed stamped after its return from Abroad.*

I (*the declarant*), of, &c., solicitor, do solemnly and sincerely declare:—

1. THAT the indenture hereunto annexed, bearing date the — day of — 18—, and made between, &c. (*herè describe the parties precisely as in the deed*), was, on [or about] the — day of — last, sent by me to the said (*the party abroad*) for execution by him; And that I received the same deed back from him within two calendar months last past (*p*), namely, on or about the — day of — last.

2. AND I make this solemn declaration, &c. (*as in p. 143*).

SUBSCRIBED AND SOLEMNLY DECLARED, &c. (*as in p. 143*).

(*Signature.*)

### No. CCCCLXX.

#### *Declaration for procuring an Allowance of Spoiled Stamps (q).*

I (*the declarant*), of, &c., solicitor, do solemnly and sincerely declare That the several stamps (*r*) hereinafter specified and described (that is to say):—

Number of Stamps.	Value of each.			Description of Instrument.	Total Value.		
	£	s.	d.		£	s.	d.
Two .. ..	1	0	0	Ad valorem .. ..	2	0	0
One .. ..	1	10	0	Progressive .. ..	1	10	0
One .. ..	1	15	0	Deed .. ..	1	15	0
One .. ..	0	0	6	Agreement .. ..	0	0	6
Four .. ..	0	0	6	Bill or Draft .. ..	0	2	0
Two .. ..	0	1	6	Promissory Note ..	0	3	0
Total.. Eleven					5	10	6

(*p*) If the time of its return cannot be deposed to, instead of the following, here add—**and not earlier.**

(*q*) This declaration can now be made and the allowance obtained either at the Inland Revenue Office at Somerset House, or through the stamp Distributor in the district wherein the declarant resides. But the latter course will, it is presumed, be seldom taken, as it exposes the client's transactions to the post officials, which is undesirable, even if secrecy, to which they are bound, could be insured. The form is therefore given here.

(*r*) Or, if only one—the stamp.

are the property of me, this deponent (s), and were purchased by me (t), or for my use; and that I (u) have paid or now stand indebted for, and am (x) really and truly liable to pay the full amount or value thereof; *And* with regard to such of the skins of parchment (y) upon which the said stamp (z) is impressed, as is (a) not written upon, I declare that the same have been inadvertently and undesignedly spoiled and rendered unfit for use (b): *And*, with regard to such other of the skins [sheets, or pieces] of parchment [paper, or materials] on which the said stamp (c) is impressed, as are written upon, I say that the same have been inadvertently and undesignedly spoiled or become useless; *And* that the writing thereon has not been signed by any party, or otherwise completed as a legal instrument, and hath not had any operation or effect whatever (d).

AND I further say, that I have not (e) been reimbursed or paid the value of the said stamps, or any part thereof, by any other person or

(s) If by a co-partner, here add—and my co-partner.

(t) *Or*,—by me and my said co-partner—or, for my—or, our use.

(u) *Or*,—and my said co-partner.

(x) *Or*, are.

(y) *Or*,—sheets—or, bills—or, notes—or, pieces of paper—or, materials.

(z) *Or*,—stamps.

(a) *Or*,—are.

(b) Here state the cause as—the contract for purchase—or, mortgage—having been abandoned—or, of altered arrangements—or, of important omissions—or, mistakes having been made therein—or, of it having been wrongly signed—or, accidentally blotted (*or, as the case may be*).

In case of executed deeds or instruments, the following clause must be used—AND, with regard to a deed (*or, other instrument*) bearing date, &c., and which appears to have been signed by A. B., the duplicate or instrument in lieu of which is now produced and exhibited—or, of which no duplicate, or instrument in lieu has been prepared—I say that the same was spoiled in consequence of (*here state the reason as above*); AND that since the same was so signed, no addition or other alteration whatever has been made therein or thereto; but that the same is now in the same state and condition as when the same was so signed; AND that the same was bona fide prepared and signed for the purpose of carrying into effect the transaction appearing upon the face thereof, between the parties and upon the terms and conditions therein set forth, and that the same was so signed within six [calendar] months preceding the date thereof.

(c) *Or*,—stamps.

(d) If any of the instruments should be bills or promissory notes, here insert the following clause—AND, with regard to the several bills of exchange and promissory notes written on the paper—or, material wherein the same stamps are impressed, the same have been inadvertently obliterated or spoiled or are unfit for the purpose intended, by reason of a mistake therein—or, of their being written on wrong stamps—or, are become useless through accidental and unforeseen circumstances; and that, although the said bills of exchange and promissory notes are respectively signed by, or on behalf of myself [and my co-partner] as the drawer [*or, drawers*] thereof, the same, or any of them, have not been delivered out of my [*or, our*] hands to the payee therein named, or any person on my [*or, our*] behalf; nor been deposited with any person as a security for the payment of money; nor been in any way negotiated, issued, or put into circulation; nor been made use of in any other manner whatsoever; AND that the said bills of exchange have not been accepted by the drawees: AND that all the said bills and notes as are signed were signed within the period of six calendar months preceding the date thereof.

(e) If declarant be in co-partnership, here add—nor has my said co-partner—or, if more than one,—have my said co-partners—or, any or either of them.

persons; *And* that if the value thereof shall be allowed me (*f*), by the Commissioners of Inland Revenue, I (*g*) will not ask or receive any compensation for the same, or any part thereof, from any other person or persons, or charge the same, or any part thereof, in account or otherwise, to any other person or persons either generally or particularly, so as to be again paid or compensated for the same, or any part thereof, directly or indirectly, in any manner whatsoever;

AND I further say, that all the said stamps have (*h*) become useless within the period of *six* calendar months (*i*) preceding the date hereof; *And*, that the application now made by me (*k*) for an allowance for the value of the said stamps is without any fraudulent intention or collusion whatsoever:

AND I make this solemn declaration conscientiously believing the same to be true, &c. (*as in p. 143*).

SUBSCRIBED AND SOLEMNLY DECLARED, &c. (*as in p. 143*).

(*Signature.*)

## No. CCCCLXXI.

### *Corrective Affidavit in connection with the Stamp Duties on Probates and Letters of Administration (l).*

1. *For increase of the duty.*

2. *For return of duty on the ground of mistake.*

LEGACY reference — of the year 18—, folio —.

SUCCESSION reference — of the year 18—, folio —.

In the goods of (*the deceased*), deceased,

I (*m*) (*the executor*), of, &c., Grocer, make oath (*n*), and say as follows:—

(*f*) *Or*,—*us*.

(*g*) If partners, here say—neither I nor my said co-partner—*or*, co-partners—will ask, &c.

(*h*) *Or*,—the said stamp has.

(*i*) Twelve calendar months are allowed for *unexecuted* documents.

(*k*) If by a partner, here add—*and my co-partner—or*, co-partners.

(*l*) It is important to note that if the stamp duty on the affidavit for Inland Revenue be insufficient to cover the amount of the personal estate included in it, the probate or letters of administration cannot be given in evidence, and if not rectified within the time specified, the executor or administrator will incur a penalty of £100, and £10 per cent. on the sum required to make up the proper duty. See 55 Geo. 3, c. 184, ss. 41, 43.

The following is an abstract of the regulations under the Customs and Inland Revenue Act, 1881 (44 Vict. c. 12, ss. 31, 32, 33), as to rectifying the amount of the

(*m*) *Or*, if several executors,—*we*. Here state the names, residences, and description of each executor. If described in the will, follow that description; but if changed or incorrect, give the proper description, adding—in the will described as of, &c. (*adding that description*).

(*n*) If the deponent be a Quaker, instead of “make oath,” substitute—solemnly affirm.

1. A grant of probate of the will (*o*) of (*the deceased*), late of, &c., grocer, deceased, who died at D. aforesaid (*p*) on the — day of —, 18—, was made to me (*q*) by the Principal (*r*) Registry of the Probate

stamp duty on affidavits of value made by executors or administrators in cases where too much or too little duty has been paid in the first instance.

1. Application must be made, in the first instance, by the executor or administrator, in person or by his agent in the legacy duty department; and an affidavit by the *executor* or *administrator*, stating the circumstances of the case in a form which can be obtained at the legacy duty office, must be delivered with the probate or letters of administration.

2. The affidavit must be made before a Commissioner of the Supreme Court of Judicature unless the executor or administrator shall attend in person at the legacy duty office, in which case the affidavit may be sworn there.

3. In all cases of a return of duty being applied for, or of a further duty being paid, there must be subjoined to the affidavit a correct inventory and account of the estate and effects of the deceased, which must be subscribed by the person or persons making the affidavit; and all appraisements of the deceased's effects must be duly stamped.

4. It is indispensable that the application be made *personally* by the executor, administrator, or his agent, at the legacy duty office; and if the affidavit, probate, or other documents be transmitted by post or left under cover at the office, the application cannot be noticed.

5. If the application shall be made by an agent for the executors or administrators, he must write his name and place of residence at the foot of the affidavit.

6. In cases where *too little* duty has been paid the affidavit must be presented at the legacy duty office within six calendar months after the discovery of the mistake, and must be duly *stamped* for the amount, which, with the duty, if any, previously paid shall be sufficient to cover the duty properly payable, but no allowance will be made for the stamp duty of 30s. on estates not exceeding £300. In cases of letters of administration, with or without the will annexed, there must be delivered with the affidavit a certificate from the proper officer of the Court of Probate, that the administrator has given further security for the due administration of the personal estate and effects of the deceased, in consequence of the same having been since discovered to be of greater value than was first sworn to, pursuant to the 55 Geo. 3, c. 184, s. 42. Interest upon the amount of the duty on such affidavit at the rate of 5 per cent. per annum from the date of the grant, or from such subsequent date as the Commissioners may, in the circumstances, think proper, must also be paid, and for payment of this interest a warrant will be issued by the probate duty clerk. When the affidavit has been examined and approved of and the interest has been duly paid, the necessary certificate will be written on the grant.

7. In cases where *too much* duty has been paid the affidavit can be presented at the legacy duty office (1) at any time during the administration of the estate, so far as regards a mistake in the value mentioned in the certificate of the officer of the Court of Probate; (2) at any time within three years after the grant or within such further period as the Commissioners may allow, so far as regards a mistake in the value upon which the duty has been paid, either by reason of no amount or an insufficient amount having been deducted on account of debts and funeral expenses, but if it shall appear that too little stamp duty has been paid in consequence of the effects having been estimated by mistake at less value than they really were, application must be made in the probate duty office in order to pay the additional duty, before the return of duty on the ground of debts can be granted.

8. Upon the claim being established, and all legacy and succession duty then due having been paid, the warrant for the return of probate duty will be delivered.

*No fees or gratuities are to be taken by any officer or clerk at the Inland Revenue Office, for anything done by him in pursuance of the foregoing regulations, but the whole business to be done there is to be free of expense.*

(*o*) Or,—letters of administration—if so,—with the will annexed.

(*p*) Or,—at D. in the city—or, in the parish of C. in the county of S.

(*q*) Or,—us.

(*r*) Or,—district.



Division of the High Court of Justice in England, on the — day of —, 18—, and it appears by the certificate thereon of the proper officer of the Court, as the fact is, that an affidavit in verification of the account of the deceased's estate has been delivered, duly stamped, and it is stated that the gross value of the said estate amounts to £—.

2. Within the last six months it has been discovered that the personal estate and effects of the deceased chargeable with stamp duty are of greater amount than the amount in respect of which the said affidavit has been stamped—(A) (s) partly by reason that some portion of the said estate and effects has since the date of such affidavit been found to be of greater value than the value originally attributed thereto—(B) and partly by reason of the discovery of additional estate and effects—(C) and partly by reason that the deduction for debts and funeral expenses was to some extent made erroneously (t).

3. The account hereto annexed is a true account of the value of the personal estate and effects of the deceased, in respect of which the stamp duty has been paid on the original affidavit as aforesaid, and of the particulars and value thereof as since found and discovered, and of the mode in which, and the time when, such finding and discovery were made, and of the debts and funeral expenses erroneously deducted (u).

4. The said debts are due to persons resident within the United Kingdom whose names and addresses are given, and are payable by law out of the personal estate and effects comprised in the account hereto annexed, and are not nor are any of them voluntary debts made payable on the death of the deceased, or voluntary debts payable under some instrument delivered to the donee thereof within three months before the death of the deceased, or debts which are primarily payable out of any real estate belonging to the deceased, or debts in respect whereof a reimbursement is capable of being claimed from any real estate of the deceased or from any other estate or person whatsoever.

5. It now therefore appears that under the circumstances a stamp duty of £— is chargeable in respect of the personal estate and

(s) Adapt these parts to the circumstances of the case, striking out such parts as are unnecessary.

(t) If *too much* duty has been paid, instead of paragraph 2 insert the following—  
The estate is still under administration, and it has been discovered that the value mentioned in the certificate of the officer of the Court exceeds the true value of the personal estate and effects of the deceased, and that consequently too high a stamp duty was paid on the said affidavit—(A) \* partly by reason that some portion of the said estate and effects has, since the date of such affidavit, been found to be of less value than the value originally attributed thereto—(B) and partly by reason of the discovery that some part of the said estate and effects did not belong to the deceased—(C) and partly by reason (1) that hitherto no deduction has been made for debts and funeral expenses or (2) that the amount deducted on account of debts and funeral expenses is insufficient.

(u) Or (if omitted)—omitted to be deducted.

\* Adapt these parts to the circumstances of the case.

effects of the deceased according to the true value thereof as now found and discovered, all which is submitted to the Commissioners of Inland Revenue, praying that the sum of £——, being the amount which, with the duty of £—— previously paid on the said affidavit, will be sufficient to cover the said duty of £—— properly chargeable; and also the further sum of £——, being interest thereon at the rate of £5 per cent. per annum from —— day of ——, 18——, may be accepted in discharge of the same (x), and that the certificate on the said grant may be rectified as the law directs.

All which is true to the best of my (y) knowledge and belief.

Sworn (z) by the above-named A. B. (a).

(Signature.)

### ACCOUNT.

	£	s.	d.
Gross value of estate as shewn by Account No. 1 annexed to the original affidavit dated —— .. .. .	500	0	0
Aggregate amount of debts and funeral expenses therein deducted	30	10	0
Net amount upon which stamp duty was paid .. .. .	469	10	0
<i>Here state (b).</i>			
Effects undervalued :—	£	s.	d.
A steam-engine .. .. .	30	0	0
Growing crops .. .. .	50	0	0
Effects omitted :—			
A debt due on bond (then unknown) for	50	0	0
Debts or funeral expenses improperly deducted	30	10	0
Effects overvalued or not belonging to the deceased .. .. .	10	10	0
Debts and funeral expenses in respect of which no deduction has hitherto been made, as per schedule annexed .. .. .	5	0	0
<i>To be signed by the executor making Oath or Affirmation.</i>			
	176	0	0
	£293	10	0

(x) If too much duty has been paid, here insert—that the sum of £——, being the amount of duty overpaid, may be returned to me—or, us—or, to Mr. A. B., of, &c.—or, to Messieurs A. B. and Son, Solicitors—or, my—or our agent—or, agents, whose receipt shall be a sufficient discharge for the same.

(y) Or, our.

(z) Or,—solemnly affirmed. See Jurat, ante, pp. 39 and 42.

(a) The name of the deponent must be inserted here.

(b) Here state the circumstances under which the mistake was made. And if there should not be sufficient room in the form, state them on a separate sheet, and annex it as a schedule.

	£	s.	d.
NOTE.—Stamp duty chargeable according to the true value of the estate is .. .. .	30	10	0
Deduct the stamp duty previously paid on affidavit ..	25	0	0
	5	10	0
Stamp duty payable on this affidavit is .. ..	3	0	0
Interest thereon from date of original affidavit is ..	1	10	0
Amount to be paid is .. .. .	£10	0	0

	£	s.	d.
Stamp duty previously paid on affidavit is .. .. .	25	0	0
Stamp duty chargeable according to the true value of the estate after deducting the debts and funeral expenses as per annexed account is .. .. .	15	0	0
Amount to be returned is .. .. .	£10	0	0

## STAY OF PROCEEDINGS.

No. CCCCLXXII.

*Affidavit of Consent to Judge's Order for a Stay of Proceedings (c).*

18—, —, No. —.

In the High Court of Justice.

Queen's Bench Division.

Between —, plaintiff,  
and  
— defendant.

I (*deponent*), of, &c., one of the solicitors of the Supreme Court, make oath and say as follows:—

1. That a written consent was given by the above-named defendant on the — day of —, 18—, to a judge's order for judgment herein, a true copy of which order, with a true copy of the said consent endorsed thereon, is hereunto annexed, and marked —.

2. The said defendant is a — (*d*), and resides at — (*e*).

Sworn, &c. (*as at p. 10*).

(c) This must be filed within twenty-one days of the order being obtained: see Debtors Act, 1869, ss. 27, 28. For form of consent, see p. 121.

(d) State occupation.

(e) State residence.

## TRUSTEES.

No. CCCCLXXIII.

*Affidavit in Support of an Application to the Court for  
the Appointment of a New Trustee (f).*

18—, —, No.—.

In the High Court of Justice.

Chancery Division.

(Name of Judge.)

BETWEEN, &amp;c. (stating the parties).

I, (the deponent), of, &amp;c., Grocer, make oath and say as follows:—

1. I have for — years last past known and been well acquainted with (the new trustee), of, &c., clerk in holy orders (g), the person proposed to be appointed a new trustee of the will (h) of (the testator), late of (residence and addition), deceased, the testator in the judgment (i) in this action (k), dated the — day of —, 18—, named.

2. The said (new trustee) is rector (l) of the said parish of —.

3. In my judgment and belief the said (new trustee) is a fit, proper, and eligible person to be appointed a new trustee of the said will (m).

(The Deponent.)

SWORN, &amp;c. (as in p. 10).

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 UNDERTAKING (n).

No. CCCCLXXIV.

To pay a Commission.

(Place.)

(Date.)

SIR,

If the proposed loan of £—, or any larger or smaller amount,

(f) For a form of consent for the new trustee to act, see p. 120.

(g) Or,—merchant—or, a retired captain in Her Majesty's service (or other addition).

(h) Or,—of the indenture of settlement dated the — day of —, 18—, made on the marriage of — with — in the judgment [or, order], dated, &amp;c., mentioned, or as the case may be.

(i) Or,—order.

(k) Or,—matter.

(l) Or,—vicar—or, curate—or, if any other person—is now a householder and permanently residing in the said parish of D., in the [said] county of S., and (if so) has for — years last past carried on business as a banker—or, wine merchant (or, as the case may be), at — in the county of —, and is a person of good credit in the neighbourhood in which he carries on his said business, and a person of business habits, strict honour, and integrity.

(m) Or, indenture of settlement.

(n) For an undertaking as to production and safe custody of title deeds, see ante, title, Conditions of Sale, p. 99, and Schedules, p. 342.

is carried out through your introduction, I undertake, when the contract for such loan is concluded, to pay you a sum (*o*) of — pounds by way of commission (*p*); And this shall be a sufficient authority to the lender to deduct the same out of the sum agreed to be advanced by him to me, unless sooner paid by me.

Yours, &c.,

To Mr. A. B.  
(*Address.*)

C. C.

No. CCCCLXXV.

*To release a Debtor on payment of a Composition by Instalments (q).*

WE, the undersigned, (*creditors*) of, &c., gentlemen, hereby acknowledge that we have this day received from (*the debtor*) — bills of exchange respectively dated this day—one for — pounds, at — months' date; and one for — pounds, at — months' date; payable to the order of Mr. E. F.; which bills of exchange, if duly paid, shall be deemed to fully discharge all claims by us, or either of us, upon or against the several parties thereto, or either of them [jointly or separately], either [as contractors (*r*) or otherwise], in respect thereof, or on any other account whatsoever [relating to, or under or by virtue of a contract for erecting — church (*or other purpose*), bearing date, &c.]: AND we undertake, in consideration of the giving and full payment of the said bills, when the same shall respectively become due, to give a full acquittance and discharge for our said claims in any way that the said (*debtor*) may, at his own expense, require; but in case of the nonpayment of the said bills at their maturity, this acknowledgment and undertaking shall become void and be treated as a nullity to all intents and purposes whatsoever.

DATED this — day of —, 18—.

(*Signatures.*)

(*o*) Or,—that a sum—*or*, commission—of not less than — pounds, shall be paid to you out of such loan—*or*, the percentage of commission may be stated.

(*p*) Or,—*douceur*.

(*q*) A release on payment of the composition should be by deed with 10s. stamp. The stamp for this agreement under hand only would be 6*d*.

(*r*) Or,—as executors of the will of G. W., late of &c., builder, deceased, in respect of a pecuniary legacy of — pounds, bequeathed to us jointly by such will.

Or,—in respect of our respective shares, as tenants in common, of the residuary estate and effects of the said deceased.

Or,—in respect of the estate and effects of the said deceased.

Or,—as administrators of the estate and effects of (*the intestate*), late of, &c., draper, in respect of our respective distributive shares of such estate and effects.



Deductions:—				£	s.	d.	
Property tax	..	..	—	—	—	—	per ann.
Lord's rent	..	..	—	—	—	—	„
Life insurance	..	..	—	—	—	—	„
Fire	„	..	..	—	—	—	„
Repairs	..	..	..	—	—	—	„

Total .. .. £— — —

Note.—A heriot of — is payable in respect of the copyhold on the dropping of each life.

### No. CCCCLXXVIII.

#### *Of Leaseholds.*

One leasehold house, No. —, High Holborn, London, held for the residue of an absolute term of — years, now let, per annum, at £— — —

Deductions:—

					£	s.	d.
Ground rent	..	..	..	..	—	—	—
Repairs	..	..	..	..	—	—	—
Land tax	..	..	..	..	—	—	—
Fire insurance	..	..	..	..	—	—	—

This, at — years' purchase, gives £— — —

I have surveyed the above property this — day of —, 18—, and value the same at the sum of £— (— pounds).

(The Surveyor),  
Land Surveyor.  
(Address.)

### No. CCCCLXXIX.

#### *Of a Life Policy.*

The value of a policy for £— on the life of a person aged — to a legatee, aged —, at the testator's decease (on the — day of —, 18—), the premium now payable being £—, would be

The premium paid being .. .. £— — —

The difference being .. .. £— — —

I therefore value the policy at £—.

A. B.  
Actuary.

No. CCCCLXXX.

*Of Personal Property.*

An inventory and valuation of the household furniture and effects of Mr. A. B., of, &c., who died on the — day of — instant.

*Live Stock.*

14 horses—6 cows—13 pigs—500 Southdown	}	£	s.	d.
ewes at — per head .. ..	}	—	—	—
10 two-tooth rams .. ..		—	—	—
Poultry .. ..		—	—	—

*Dead Stock.*

6 waggons .. ..	..	—	—	—
10 ploughs .. ..	..	—	—	—
&c. .. ..	&c.	—	—	—

*Crops.*

12 ricks of wheat .. ..	..	£	s.	d.
12 Do. barley .. ..	..	—	—	—
10 Do. oats .. ..	..	—	—	—
6 Do. hay .. ..	..	—	—	—
Corn and hay in the barn and yards .. ..	..	—	—	—

*Wearing Apparel.*

6 coats .. ..	..	—	—	—
&c. .. ..	&c.	—	—	—

*Household Furniture.*

<i>In the Kitchen.</i> —1 clock .. ..	..	—	—	—
&c. .. ..	&c.	—	—	—
<i>Dining Room.</i> —1 Turkey carpet .. ..	..	—	—	—
&c. .. ..	&c.	—	—	—
<i>Drawing Room.</i> —1 Brussels carpet .. ..	..	—	—	—
&c. .. ..	&c.	—	—	—
Lease for — years, from Michaelmas, 18—,				
of testator's dwelling-house, at — pounds				
per annum, subject to the annual rent of —				
pounds taxes and other outgoings — ..	..	—	—	—
&c. .. ..	&c.	—	—	—

I value the whole of the above at £—— (—— pounds —— shillings and —— pence).

C. D.

Sworn Appraiser (c).

(Place.)

(Date.)

(c) If the valuation be made for Probate or Administration, the person valuing need *not* be a licensed or sworn appraiser, nor is any stamp on the valuation necessary.



WARRANTS OF ATTORNEY (*d*).

No. CCCCLXXXI.

*To confess Judgment.*

To A. B. and C. D., Gentlemen, Solicitors of the Supreme Court,  
jointly or severally, or to any other solicitor of the same Court.

THESE are to desire and authorize you the solicitors above-named, or any one of you, or any other solicitor of the Supreme Court, to appear for me (*the debtor*), of, &c., gentleman (*e*), in the — Division, or any other Division of the High Court of Justice, forthwith, and then and there confess a judgment against me [my heirs, executors, and administrators,] in an action for £—— for money found to be due and payable from me [*usually double the amount of the debt actually due* (*f*)], at the suit of the said (*creditor*), his executors or administrators or assigns, and to suffer the same to be thereupon entered up against me of record of the said court, for the sum of — pounds, besides costs of suit: AND I the said (*debtor*) (*g*) do hereby further authorize and empower you, the said solicitors, or any one of you, after the said judgment shall be entered up as aforesaid, for me (*h*) and in my name (*i*), and as my act and deed (*k*), to sign, seal, and execute a good and sufficient release in the law to the said (*creditor*) his heirs, executors and administrators, of all and all manner of appeals or proceedings by way of appeal, and all benefit and advantage thereof, and of all defects and imperfections whatsoever, had, made, committed, done, or suffered, in, about, touching, or concerning any proceeding whatsoever, of, or, in any way, concerning the same: AND for what you the said solicitors, or either of you, shall do, or cause to be done, in the premises, or any of them by virtue hereof, this shall be to you, and every of you, a sufficient warrant and authority.

(*d*) Warrants of attorney and cognovits to confess actions have practically fallen into disuse, as they are superseded by the simpler and quite as effective mode of procedure by orders for judgment by consent and upon terms: see Form of consent, *ante*, p. 121, and affidavit thereto, *ante*, p. 353.

(*e*) *Or*,—us, E. F., of &c., grocer, and G. H., of &c., tailor, or either of us.

(*f*) *Or*,—if for money due on bond, double the amount for which is given,—here adding—on a certain bond or obligation made and entered into by me—or, us—the said (*debtor*)—or, (*debtors*)—[and, if with a surety—L. M., in the penal sum of — pounds—or, for goods sold and delivered to me by the said (*creditor*)—or, for so much money borrowed by me—or, due and owing from me—or, us—to the said creditor—at the suit, &c. (*as above*).

(*g*) *Or*,—we the said (*debtors*).

(*h*) *Or*,—for us.

(*i*) *Or*,—our respective names.

(*k*) *Or*,—our respective acts and deeds.

IN WITNESS whereof I (*l*) have hereto set my hand and seal (*m*)  
 this — day of — one thousand eight hundred and — (*n*).  
(*The Debtor.*)  
(*L. S.*)

SIGNED, SEALED, and DELIVERED by the  
 above-named (*debtor*) in my presence; and  
 I declare myself to be the solicitor for the  
 said (*debtor*) expressly named by him, and  
 that I subscribe my name as such his soli-  
 citor (*o*).

(*Solicitor's signature.*)

No. CCCCLXXXII.

*Defeazance thereon (p.)*

A. B. } MEMORANDUM, that the within (*q*) warrant of attorney is  
           *v.* } given to secure the payment from the within-named (*debtor*)  
 C. D. } to the within-named (*creditor*) of the sum of — pounds  
 [with interest] on the — day of — next (*r*): AND it is hereby  
 agreed by and between the said parties, that (*if so agreed*) judgment  
 shall be forthwith entered up in pursuance of the within (*s*)  
 warrant, but no execution shall issue thereupon unless and until  
 default shall be made in payment of the said sum of — pounds  
 and interest on the day above named; AND ALSO that in case default  
 shall then be made in payment thereof it shall be lawful for the  
 said (*creditor*), his executors, administrators or assigns, to sue out  
 execution for the whole sum which shall be then due, together with  
 sheriff's poundage, officers' fees, costs of levying and all incidental costs  
 and expenses of and attending the same [notwithstanding the said  
 (*debtor*) shall be then dead]; And, in case any execution shall be  
 issued out on or by virtue of the said judgment the said (*debtor*), his

(*l*) Or,—we.

(*m*) Or,—our respective hands and seals.

(*n*) The warrant must be stamped according to the amount of the security: see  
 schedule to Stamp Act, 1870, under heading "Mortgage."

(*o*) See 1 & 2 Vict. c. 110, s. 9 (re-enacted by 32 & 33 Vict. c. 62, s. 24), and  
*Lindley v. Girdler*, 13 L. J. (N. S.) Q. B. 53. For a form of affidavit of the exe-  
 cution of the warrant of attorney, see *post*, p. 362.

(*p*) The defeazance does not require a separate stamp to that upon the warrant.

(*q*) Or,—foregoing.

(*r*) Or, if made payable by instalments—on the days and in manner following,  
 namely, the sum of — pounds, part thereof, with interest for the same, on the —  
 day of — next, the further sum of — pounds, other part thereof, with interest for  
 the same, on the — day of — next, and the further sum of — pounds, residue  
 thereof, with interest for the same, as aforesaid, on the — day of — [which will  
 be in the year] one thousand eight hundred and —. If a bond be given, here add—  
 according to the condition of a certain bond or obligation made and entered into by  
 the said (*debtor*) with the said (*creditor*), and bearing even date with these presents.

(*s*) Or,—foregoing.

executors and administrators shall be, and is and are hereby precluded from instituting any proceedings whatever or other means for the purpose of defeating or reversing the said judgment or for delaying or impeding any such execution as aforesaid in anywise howsoever.

AS WITNESS our hands the — day of — in the year of our Lord 18—.

(*Signature of Debtor and Creditor.*)

WITNESS (*Signature*).

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### No. CCCCLXXXIII.

#### *Defeazance on Warrant of Attorney for securing Payment of Bills of Exchange.*

WHEREAS the within-named (*debtor*) is justly indebted unto the within-named (*creditor*) in the sum of £— for goods sold and delivered; for part of which the said (*debtor*) has accepted (*t*) the three bills of exchange specified in the schedule hereunder written, drawn upon him by the said (*creditor*); AND WHEREAS the first of the said bills for £— has been dishonoured and the said (*creditor*) has applied to the said (*debtor*) and insisted upon his immediately paying the same or giving him security by his warrant of attorney with such defeazance as is hereinafter expressed as well for the said sum of £— as for the remainder of his said debt; AND the said (*debtor*) not being able immediately to pay the said sum of £— has consented to give such security accordingly: Now the within written warrant of attorney is given for securing to the within-named (*creditor*), his executors, administrators and assigns, the payment of the said sum of £— in the manner hereinafter mentioned, namely, £— and the interest thereon at the rate of £— per cent. per annum, to be computed from the — day of this instant month of — (being the day on which the first-mentioned bill became due); on the — day of this instant —, the further sum of £— with interest thereon after the rate and to be computed as aforesaid on the — day of — next (being the day on which the second bill mentioned in the schedule hereunder written will become due), and in discharge of such bill; and the further sum of £— with interest after the rate and to be computed as aforesaid on the — day of — next (being the day on which the third bill mentioned in the said schedule will become due), and in discharge of such bill and the remaining sum of £— [with interest after the rate and to be computed as aforesaid, on the — day of — next]: AND in case default shall be made in payment of any one or more of the said sums of £—, £—, £—, and £—, or any part thereof on the respective days or times hereinbefore mentioned for payment thereof respectively, then judgment may thereupon or at any time thereafter

(*t*) Or, — endorsed the — bills of exchange specified in the schedule hereunder written and drawn by the said (*creditor*) upon and accepted by (*a third party*).

be signed and an execution or executions may be issued for the whole of the said sum of £—— and the interest, or of such part thereof as shall not then have been actually paid, [and notwithstanding the said second and third bills of exchange or the said sum of £—— mentioned in the said schedule or either of them shall not then have become due (but in such case rebating interest on the amount of such of the said bills and £—— as shall not then have become due from that time up to the time of their arriving at maturity)] with the costs of such judgment, writ and writs of execution, sheriff's poundage, officers' fees, and all other incidental charges and expenses whatsoever.

(Signatures, see preceding form.)

DATED this —— day of ——, 18—.

THE SCHEDULE referred to in the foregoing Defeazance.

Date of Bill.	Amount of bill.			When due.
6th June, 18—.	£	s.	d.	9th October, 18—.
	500	0	0	
	&c.			
&c.				&c.

No. CCCCLXXXIV.

*Affidavit of Execution of Warrant of Attorney (u).*

18—, —, No.—.

In the High Court of Justice.

Queen's Bench Division.

Between —— plaintiff (x),  
and  
—— defendant.

I (*the solicitor*), of, &c., Gentleman, one of the Solicitors of the Supreme Court, make oath and say as follows:—

1. The warrant of attorney hereunto annexed (y) bears date and was executed by the above-named —— defendant in my presence on the —— day of —— instant (z), and that the name (*solicitor's name*) set and subscribed as the witness attesting the signature of the said defendant thereto is in my handwriting.

(Signature.)

SWORN, &c. (as at p. 10).

(u) See 3 Geo. 4, c. 39, s. 1, and the Debtors Act, 1869 (32 & 33 Vict. c. 62), s. 26. Fee on filing, 2s. 6d.

(x) It is not essential that the affidavit be also intituled in the cause, if intituled in the Court.

(y) Or,—The original warrant of attorney, of which the annexed is a true copy.

(z) Or,—last.

## WILLS.

## No. CCCCLXXXV.

*Affidavit by an Attesting Witness of the due Execution of a Will or Codicil dated after 31st December, 1837.*

In the High Court of Justice.

Probate, Divorce, and Admiralty Division.

(Probate.)

The Principal Registry (a).

In the goods of A. B., deceased.

I (*the Deponent*), of, &c., Grocer, make oath that I am one of the subscribing witnesses to the last will and testament (*b*) of (*the testator*), late of, &c., Maltster, deceased, the said will (*b*) being now hereunto annexed, bearing date —, and that the said testator executed the said will (*b*) on the day of the date thereof by signing his name at the foot or end thereof (*c*) as the same now appears thereon, in the presence of me and of W. D., the other subscribed witness thereto, both of us being present at the same time, and we thereupon attested and subscribed the said will (*b*) in the presence of the said testator.

(*The Deponent.*)

SWORN, &c. (*as in p. 10*). ———

## No. CCCCLXXXVI.

*Affidavit by an Attesting Witness verifying Alterations in a Will before Execution.*

In the, &c. (*as in preceding form*).

I (*the Deponent*), of, &c., Grocer, make oath and say that I am one of the subscribing witnesses (*d*) to the last will and testament (*e*) of C. D., late of, &c., Maltster, deceased, the said will (*f*) being now hereunto annexed, bearing date, &c. (*g*), and having viewed and perused the said will, and particularly the attestation clause thereto (*h*), I make oath and say that the word “—” was interlined in

(a) Or,—The District Registry at D.

(b) Or,—codicil.

(c) Or,—in the testimonium clause thereof. Or,—in the attestation clause thereto (*as the case may be*), meaning and intending the same for his final signature to his will.

(d) Or,—one of the attesting witnesses.

(e) Or,—codicil—or, to the last will and testament and codicil.

Or,—to the first, second (*or other*) codicil to the last will and testament.

(f) If so—and codicil.

(g) Or,—the said codicil bearing date, &c., and the said will bearing date, &c.

(h) Or, wherever the alterations may be, *e.g.*—and having particularly observed the words — interlined between the — and — lines of the — sheet of the said will.

the —— line of such attestation previous to the signing thereof by me and G. H., the other subscribed witness thereto (*i*); AND I further make oath and say that the will (*k*) was executed on the day of the date thereof by the said C. D. (*l*); and that the signature of the said testator was set by him (*m*) in the presence of me and of the said G. H., both of us being present at the same time, and thereupon attested the said will in the presence of the said testator.

(*The Deponent.*)

SWORN, &c. (*as in p. 10*).

## No. CCCCLXXXVII.

*Affidavit by an attesting Witness as to Alterations made in a Will after the Execution thereof.*

In the, &c. (*as at p. 363*).

I (*the Deponent*), of, &c. (*as in the last form down to "bearing date, &c.," and then proceed*); and having now referred to the said will (*n*), and particularly to the following insertions, interlineations, and alterations therein, namely, in the first sheet the words "W. O., of the parish of C., in the county of K., carpenter," appearing to be an after insertion in blanks left for that purpose in the —— and —— lines; the words and obliterations "F. J., in the parish of D., in the said county of K., grocer," appearing to be an after insertion in blanks left for that purpose in the —— and —— lines;— the words "——" interlined between the said —— and —— lines above the said obliterated word "——," — the words "——" interlined between the —— and —— lines, — the mark "x" made below the said —— line and separating the words "——" and upon the words "——" written on an erasure at the end of the —— line, — the words "——" interlined between the —— and —— lines above the obliterated word "——" in the said —— line; — the word "——" interlined between the —— and —— lines above the obliterated words "——" in the said —— line the words "——" appearing to be an after insertion in the blank left for that purpose in the —— line of the said —— sheet: IN the second sheet of the said will, the word "——" interlined, &c. (*as above*): IN the last sheet of the said will the words "——" and "——" appearing to be an after insertion, &c. (*as above*); And I further make oath that

(*i*) Or,—that the said recited interlineation was written and made in the said will previously to the execution thereof.

(*k*) Or,—codicil.

(*l*) Or, if signed by the direction of the testator—that the signature of the said testator, by the said E. F., was acknowledged by him the said testator.

(*m*) Or,—by E. F., in the presence and by the direction of the said testator.

(*n*) Or,—codicil.

the said recited insertions, interlineations, and alterations were so made in the said will after the execution thereof.

(*Deponent.*)

SWORN, &c. (as in p. 10).

---

### No. CCCCLXXXVIII.

#### *Affidavit by an Executor as to Plight and Condition and Finding of a Will.*

In the, &c. (as at p. 363).

I (*the Deponent*), of, &c., make oath (*o*) that I am the sole executor named in the paper writing now hereunto annexed, purporting to be and contain the last will and testament of (*the testator*), late of —, in the county of —, deceased, who died on the — day of —, at — (*p*), the said will bearing date the — day of —, and having viewed and perused the said will, and particularly observed (*q*) — — — — —, I, the deponent, lastly make oath that the same is now in all respects in the same state, plight, and condition as when found (*r*) by me as aforesaid.

(*The Deponent.*)

SWORN, &c. (as at p. 10).

---

### No. CCCCLXXXIX.

#### *Affidavit of the Execution of a Will by a Marksman. (s).*

In the, &c. (as at p. 363).

I (*the Deponent*), of, &c., Grocer, make oath and say (*t*):—THAT I am one of the subscribed witnesses to the last will and testament (*u*) of the said (*deceased*), late of, &c., draper, deceased; the said will (*u*) being now hereunto annexed, bearing date the — day of —, one thousand eight hundred and —.

1. And I further make oath and say that the said testator (*x*) duly

(*o*) *Or*,—solemnly, sincerely, and truly declare and affirm.

(*p*) Add (if so)—and had at the time of his death a fixed place of abode at — within the district of —

(*q*) Here recite the various obliterations, interlineations, erasures, and alterations (if any), or describe the plight and condition of the will, or any other matters requiring to be accounted for, and set forth the finding of the will in its present state, and, if possible, trace the will from the possession of the deceased in his lifetime up to the time of making the affidavit.

(*r*) *Or*, as the case may be.

(*s*) By the rules of the Probate Division of the High Court (Rule 71) the wills of illiterate persons are not to be admitted to probate until the Registrar is satisfied that the will was read over to the testator before its execution, or that the testator had at such time knowledge of its contents.

(*t*) *Or*,—solemnly affirm.

(*u*) *Or*,—codicil.

(*x*) *Or*, testatrix.

executed the said will (y) on the day of the date thereof by making his mark at the foot or end thereof as the same now appears thereon, in the presence of me the said (*deponent*) and of (*the other witness*) the other subscribed witness thereto, both of us being present at the same time, and we thereupon attested and subscribed the said will in the presence of the said testator.

2. And I further make oath, that previously to the execution of the said will by the said testator, the same was read over to him by me (z), and he the said deceased at such time seemed thoroughly to understand the same (a).

(*Signature.*)

SWORN, &c. (*as in p. 10*) (b).

(y) *Or,—codicil.*

(z) *Or,—by (the other witness) in my presence—or, by himself in my presence—or, as the case may be.*

(a) *Or,—had full knowledge of the contents thereof.*

(b) If this affidavit be sworn before a *different* commissioner from the one swearing the executor, the will must be signed by him also.



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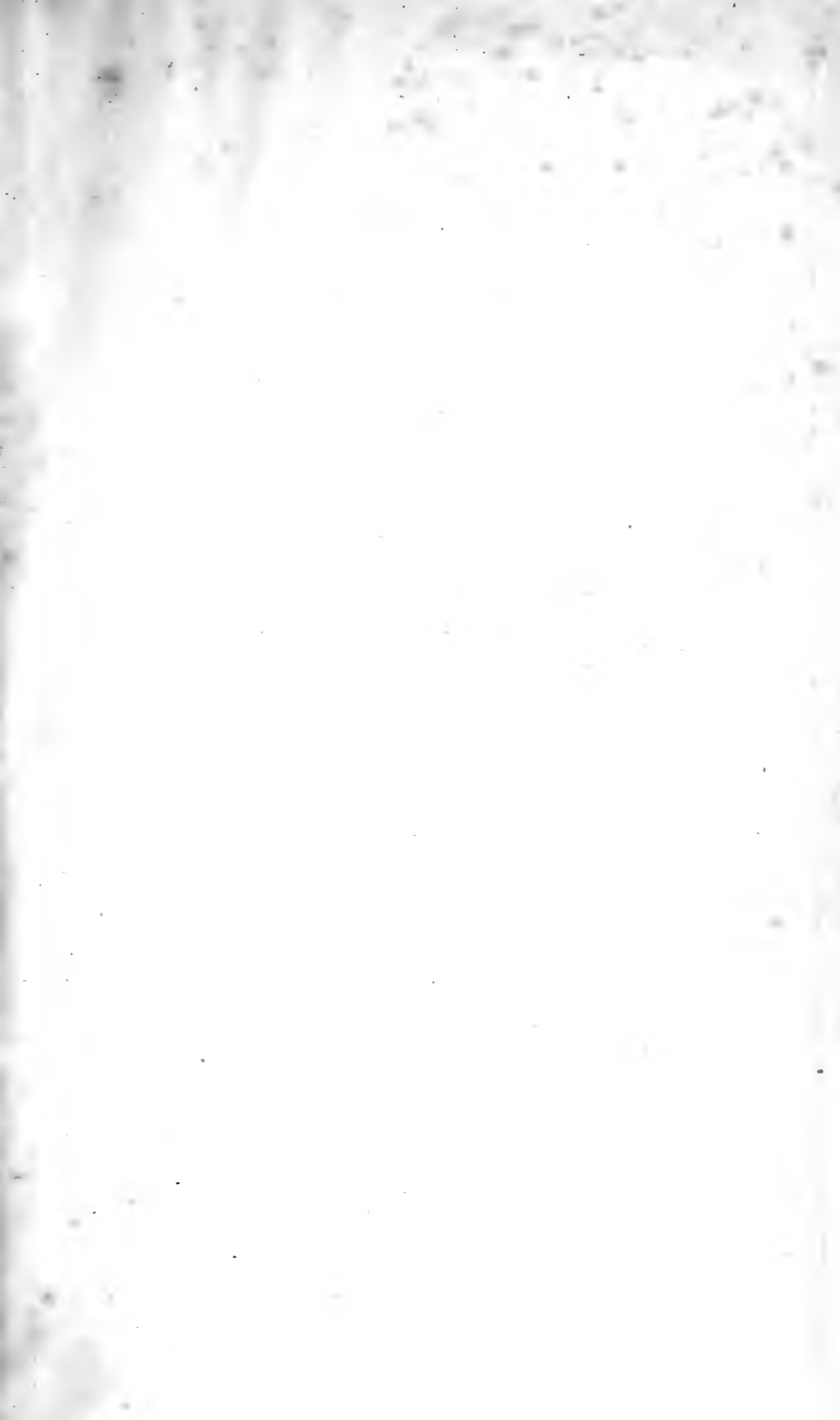
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